

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR HARBOR ENGINEER
TRANSYSTEMS**

PART ONE – GENERAL CONDITIONS

1.1 INTRODUCTION

1.1.1 Parties. This Contract is entered into by and between the County of Los Angeles (the "County") and TranSystems (the "Contractor").

1.1.2 Recitals. The Contract is intended to integrate within one document the terms for the engineering services to be performed for the County by the Contractor. The Contractor represents to the County that the express representations, certifications, assurances and warranties given in this Contract, including but not limited to those in Sections 3.2, 3.3, 3.4, 3.6, 3.21 and 3.31 and in Form P-1 (Offer to Perform) and Form P-2 (Proposer's Work Plan) are true and correct. The Contractor further represents that the express representations, certifications, assurances and warranties given by the Contractor in response to the Request for Proposals are true and correct, including but not limited to Forms P-3, P-4, P-5, P-6 and P-8 submitted with the Contractor's Proposal.

1.1.3 Effective Date. The effective date of this Contract shall be the later of July 29, 2008 or the date of Board approval.

1.1.4 Contract Provisions. The Contract is comprised of this Part 1 (General Conditions), Part 2 (Statement of Work), Part 3 (Standard Contract Terms and Conditions), Form P-1 (Offer to Perform), and Form P-2 (Work Plan), all of which are attached to this Contract and incorporated by reference. It is the intention of the parties that when reference is made in this Contract to the language of the Request for Proposals (RFP), the Exhibits or the Proposal, such language shall be deemed incorporated in the Contract as if fully set forth. To the extent there is any inconsistency between the language in Forms P-1 and P-2 and any other part of the Contract, the language of such other part of the Contract shall prevail.

1.1.5 Work to be Performed. Contractor shall perform the work set forth in Part 2 and Form P-2.

1.1.6 Rescission. The County may rescind the Contract for the Contractor's misrepresentation of any of the matters mentioned in Section 1.1.2. In the case of a misrepresentation of the facts set forth in Section 3.6, a penalty may be assessed in the amount of the fee paid by the Contractor to a third person for the award of the Contract.

1.1.7 Supplemental Documents. Prior to commencing services under the Contract, the selected Proposer shall provide the Contract Administrator with satisfactory written proof of insurance complying with Section 3.9.

1.2 INTERPRETATION OF CONTRACT

1.2.1 Headings. The headings contained in the Contract are for convenience and reference only. They are not intended to define or limit the scope of any provision of the Contract.

1.2.2 Definitions. The following words shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used.

Board, Board of Supervisors. The Board of Supervisors of Los Angeles County.

Chief Deputy. The Chief Deputy of the Department.

Contract. An agreement for performance of the work between the selected Proposer and the County, approved by the Board of Supervisors, which incorporates the items enumerated in Section 1.1.4.

Contract Administrator (CA). The Chief, Planning Division or a designated representative.

Contractor. The Proposer whose Proposal is accepted by the Board of Supervisors for performance of the Contract work.

Contract Year. The twelve-month period commencing on the effective date of the Contract and each succeeding twelve-month period over the remaining term of the Contract, including the optional years.

County. The County of Los Angeles.

County Counsel. The Los Angeles County Counsel.

Department. The Los Angeles County Department of Beaches and Harbors.

Director. The Director of the Department.

Offer to Perform. Form P-1 of the Contract.

Performance Standard. The essential terms and conditions for the performance of the Contract work as defined in the Contract.

Proposer. Any person or entity authorized to conduct business in California who submits a Proposal.

Request for Proposals (RFP). The solicitation to this Contract issued March 4, 2008.

Subcontractor. A person, partnership, company, corporation, or other organization furnishing supplies or services of any nature, equipment, or materials to the Contractor, at any tier, under written agreement.

Work Order. An agreement, subordinate to the Contract, incorporating all of its terms and conditions, by which the Contractor is authorized to perform specific tasks outlined in the Description of Work. See Exhibit 1.

1.3 CONTRACT TERM

1.3.1 Initial Term. The initial Contract term shall be three consecutive years commencing on the later of July 29, 2008 or the date of approval of the Contract by the Board of Supervisors.

1.3.2 Two One-Year Extension Options. If the Director determines that it is in the interest of the County to do so, he may grant up to two

one-year extensions of the Contract term. The Director may exercise the first option by notifying the Contractor in writing before the Contract expiration date. The Director may exercise the second option by notifying the Contractor in writing before the expiration of the first optional Contract Year. Should the Contractor fail to accept or decline the Director's offer in writing before the expiration date of the Contract term or optional Contract Year or within 30 days, whichever is earlier, the offer shall be deemed revoked.

1.3.3 Extension to Complete Work Order.

The Director may extend the Contract term or any optional Contract Year on a month-to-month basis subject to the Contract's terms and conditions, but only to allow the Contractor to complete a Work Order approved before the expiration of the Contract term or optional Contract Year. Such extensions are further subject to the availability of funds in the Department's budget. Up to 12 such one-month extensions may be granted, which shall be effective only if executed in writing by the Director or Chief Deputy.

1.3.4 Survival of Obligations. Notwithstanding the stated term of the Contract, some obligations assumed in the Contract shall survive its termination, such as, but not limited to, the Contractor's obligation to retain and allow inspection by the County of its books, records and accounts relating to its performance of the Contract work.

1.4 COMPENSATION

1.4.1 Contract Sum. The net amount the County shall expend from its own funds during any Contract year for harbor engineering services among all Contractors shall not exceed \$200,000. The County may, for non-storm related projects, at its discretion expend any portion, all or none of that amount. However, aggregate annual payments for harbor engineering services may exceed the aforementioned \$200,000 to the extent that a lessee or other third party is obligated to reimburse the County for its harbor engineering expenses.

In addition, for storm related projects, the County may at its discretion expend an amount not to exceed \$2,380,000. These funds are primarily reimbursable from the Federal

Emergency Services, and General Fund resources, including net County cost provided in the Capital Projects/Refurbishments and Extraordinary Maintenance Budgets.

1.4.2 Increase of Contract Sum by Director. Notwithstanding Section 1.4.1, the Director may, by written notice to the Contractor(s), increase the \$200,000 sum referenced in Section 1.4.1 which is not subject to reimbursement from lessees or other third parties by up to 20 percent in any year of the Contract or any extension period, subject to the availability of funds in the Department's budget. Such increases shall not be cumulative.

1.4.3 Compensation Payable Only Under Work Order at Quoted Hourly Rates. Notwithstanding any other provisions of this Contract, no compensation shall be paid unless and until the Contractor has performed work for the Department in accordance with the terms of a Work Order (Exhibit 1) issued under the Contract and executed by the Director or the Chief Deputy Director. Compensation for all work under a Work Order shall be at Contractor's employee hourly rate(s) of pay as quoted on Form P-1, and shall be subject to Sections 1.4.1 and 3.1. There are no other reimbursable expenses under this Contract.

1.4.4 Increase in Maximum Compensation Under Work Order. The Director may approve an increase in the maximum compensation specified in a Work Order should he find that the project will require additional hours, an increase in staffing, or other cause to do so. An increase in the maximum compensation specified in a Work Order shall not increase the Contractor's hourly rate(s) of compensation. Approval of an increase in the maximum compensation specified in a Work Order shall be effective only if executed in writing by the Director or Chief Deputy, who shall state the reason for the increase.

1.4.5 Extension of Time to Complete Work Order. Approval of an extension of time to completion of a Work Order shall be effective only if executed in writing by the Director or Chief Deputy.

1.4.6 Contractor's Invoice Procedures.

1.4.6.1 The Contractor shall submit an invoice to the Department on or before the fifteenth day of

each month for compensation earned during the preceding calendar month. The Contractor shall submit two copies of each invoice and shall submit a separate invoice for each Work Order on which it claims payment. Invoices shall identify the Contract number and the name of the Work Order or project. Invoices for services billed on an hourly basis shall itemize dates and hours of work performed, type of work performed, person performing the work, hourly rate for such person, and other information necessary to calculate the payment for the work.

1.4.6.2 If the Work Order requires delivery of a report or other written product, fifty percent of all amounts due under the Work Order shall be withheld until receipt and acceptance by the CA of the report or other matter. The Contractor's monthly invoice shall show the amount earned subject to such withholding, the deduction for the amount to be withheld, and the net amount currently payable by the County.

1.4.6.3 Upon the Department's receipt and the CA's review and approval of the invoice, the County shall pay the net amount currently payable shown on the invoice less any other setoff or deduction authorized by the Contract. Such setoffs and deductions include, but are not limited to, the cost of replacement services.

1.4.6.4 Upon completion of the reports or other deliverable items identified in the Work Order, the Contractor shall deliver them with an invoice for the amounts withheld pending their receipt and acceptance. Upon their receipt and approval by the CA, the County shall pay the amounts withheld, provided that the County's maximum obligation for the Work Order is not exceeded. Approval or rejection of reports and other deliverable items identified in the Work Order shall not be unreasonably withheld and shall not exceed four weeks from the date of their receipt by the County.

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PART TWO – STATEMENT OF WORK

2.1 GENERAL REQUIREMENTS

2.1.1 Contractor's Work Plan. Subject to all other terms and conditions of the Contract, Contractor shall perform the work and maintain quality control in accordance with the Work Plan and other representations submitted with the Contractor's Proposal.

2.1.2 Contractor Expenses. The Contractor shall at its own expense provide all labor, equipment, maintenance, materials, supplies, licenses, registration, data systems, transportation, meals, lodging, services, and expenses required for the performance of the Contract.

2.1.3 Contractor's Office. The Contractor shall maintain a local address within the County at which the Contractor's Representative may be contacted personally or by mail.

2.1.4 Communication with Department. The Contractor shall maintain communication systems that will enable the Department to contact the Contractor at all times during the Department's regular business hours. The Contractor shall return calls during business hours no later than the next business day and as soon as reasonably possible if the call is designated urgent. The Contractor shall provide an answering service, voicemail or telephone message machine to receive calls at any time Contractor's office is closed.

2.1.5 Personal Services of Designated Persons Required. In agreeing to engage the Contractor, the County has relied on the Contractor's representation that the individuals identified in the Contractor's Proposal will personally perform the professional services required by the Contract. The failure of those persons to render those services shall be deemed a material breach of the Contract for which the County may terminate the Contract and recover damages. Should it be necessary for the Contractor to substitute an equally qualified professional for an individual named in

the Proposal, the Contractor shall request the Contract Administrator's approval, which shall not be unreasonably withheld.

2.1.6 Contractor to Maintain CAD Files. The Contractor shall maintain any computer-assisted drafting (CAD) files and other drafting documents prepared for the Department and shall deliver copies of the files and documents to the Department in the desired file format upon the Contract Administrator's request.

2.1.7 Contractor to Make Semi-Monthly Reports. The Contractor shall report to the Contract Administrator on a semi-monthly basis in writing, describing the services rendered and matters delivered during the period, the charges for the services rendered, the balance of funds remaining under the Work Order and the Contract, and any facts which may jeopardize the completion of the project or any intermediate deadlines.

2.1.8 Contractor to Prepare Final Project Report. When required by the Work Order, the Contractor shall prepare a final written report upon completion of the assigned work summarizing the Contractor's findings, recommendations, plans, and designs in accordance with the Contract Administrator's instructions.

2.2 PERSONNEL

2.2.1 Contractor's Representative (CR). The Contractor shall designate a full-time employee as Contractor's Representative (CR) who shall be responsible for Contractor's day-to-day activities related to each Work Order and shall be available to the County Contract Administrator or the County's attorney on reasonable telephone notice each business day and at other times as required by the work. The Contractor may designate himself or herself as the Contractor's Representative.

2.2.2 Engineers. Contractor shall provide the professional services of the civil engineers, structural engineers, harbor engineers, and

project managers identified in the Contractor's Proposal.

2.2.3 County Contract Administrator (CA).

2.2.3.1 The Chief, Planning Division shall be the Contract Administrator (CA) who shall have the authority to act for the County in the administration of the Contract except where action of the Director or Chief Deputy is expressly required by the Contract.

2.2.3.2 The CA will be responsible for ensuring that the objectives of the Contract are met and shall direct the Contractor as to the County's policy, information and procedural requirements.

2.2.3.3 The Contractor's work shall be subject to the CA's acceptance and approval, which shall not be unreasonably withheld.

2.2.3.4 The CA is not authorized to make any changes in the terms and conditions of the Contract or to obligate the County in any manner.

2.3 SERVICES TO BE PROVIDED

The Contractor's services shall include, but are not limited to the following:

- Provide professional engineering services and consultation as required to support the planning, facilities, and executive staff of the Department of Beaches and Harbors;
- Review development proposals, engineering drawings, and architectural plans and furnish advice on the feasibility and impact of the proposals;
- Review plans and specifications for proposed construction and repair;
- Evaluate plans and designs for proposed County facilities in Marina del Rey and on County-operated beaches;
- Provide construction management services for capital and refurbishment projects in Marina del Rey and on County-operated beaches;
- Review engineering technical documents;
- Prepare design drawings for smaller projects;

- Design co-owned shoreside structures;
- Review and update minimum standards for Marina construction;
- Evaluate and analyze structures built over water;
- Evaluate and analyze all maritime activities such as docking, maneuverability and design of docks, floats, and gangways;
- Review navigation and boating circulation within Marina del Rey and recommend changes;
- Review proposals, plans, and specifications for harbor dredging;
- Estimate costs and prepare construction budgets;
- Evaluate dock repairs, modifications, and improvements by lessees;
- Review proposals, plans, and specifications for beach sand replenishment;
- Review proposals, plans, and specifications for construction or repair of beach infrastructure, including revetments, groins, jetties, piers, and the like;
- Provide professional support as required for Departmental presentations to Beach Commission, Small Craft Harbor Commission, Design Control Board, Regional Planning Commission, Los Angeles County Board of Supervisors, California Coastal Commission, and other bodies;
- Upon reasonable notice, appear at such times and places as County may require to provide consulting services;
- Provide a structural engineering inspection of waterside improvements in Marina del Rey when directed by the CA;
- Provide a structural engineering inspection and an inspection report with respect to any possible structural deficiency of landside and waterside improvements;

- Perform other duties as required by the Director.

2.4 QUALITY ASSURANCE

2.4.1 Purpose of Standards. The Contractor will observe, at a minimum, the standards set forth in this Section 2.4, and acknowledges that the adequacy of its compliance with the Contract shall be measured by these standards as well as all other terms and conditions of the Contract.

2.4.2 Performance Evaluation. The County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor's deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

2.4.3 Contractor's Quality Control Plan. The Contractor shall comply with Contractor's Quality Control Plan (Form P-3), which shall be incorporated in the Contract by reference. To the extent that provisions of Contractor's Quality Control Plan are inconsistent with any other part of the Contract, they shall be ineffective. The Contractor shall not change the Quality Control Plan without written approval of the Director or his designee.

2.4.4 Applicable Professional Standards to be Followed. The Contractor and its professional staff shall exercise independent judgment and complete each assignment in accordance with the professional standards of ethics and competence which apply to the engineering profession and engineering specialty.

2.4.5 Contractor to Maintain Professional Registration. The Contractor shall maintain his or her California civil engineer registration throughout the term of the Contract and any extension period and shall inform the Department in writing immediately upon the

suspension, revocation, lapse, or other loss of professional registration. Such suspension, revocation, lapse, or other loss of professional registration shall be deemed a material breach of the Contract and shall be grounds for termination of the Contract pursuant to Section 3.16.

2.4.6 Conflicts of Interest. Contractor shall accept no employment which conflicts with its obligations to the County under the Contract and shall disclose any existing potential or actual conflict of interest prior to accepting an assignment.

All employment by Contractor on behalf of persons or entities that have an existing interest pertaining to real property within Marina del Rey is prohibited. Such existing interests include, but are not limited to: a leasehold, sublease, concession, permit, contract for the operation or management of real property, pending development proposal or pending lease proposal. Employment by Contractor on behalf of persons or entities with such interests is prohibited whether the employment is related to Marina del Rey property or not.

The prohibition shall continue in effect until the later of (1) one year from the termination or expiration of this Contract or any extension period; or (2) if the Contractor has performed work for the County related to an interest of the person or entity offering employment, the prohibition on accepting employment from that person or entity shall continue until the date of execution of an agreement or other conclusion of all negotiations between the County and that person or entity.

However, at no time after termination or expiration of the Contract or any extension period may the Contractor disclose to any third person any confidential information learned or developed as a result of its work under this Contract or accept employment regarding subject matter as to which the Contractor learned or developed any confidential information as a result of employment by the County.

2.4.7 Other Standards to be Followed.

2.4.7.1 Contractor shall meet deadlines set by CA.

2.4.7.2 Drawings shall appear clean, well-executed, and professionally prepared.

2.4.7.3 Reports required by the Contract or any Work Order shall be completed on time.

2.4.7.4 Contractor's employees shall appear on time for meetings and presentations and conduct themselves professionally.

2.4.7.5 Hourly services shall be accurately reported.

2.4.7.6 Calls of County agents, employees, and contractors shall be returned promptly in accordance with Section 2.1.4.

2.4.7.7 Insurance shall never be allowed to lapse. Proof of insurance shall comply with Contract requirements in all respects, including but not limited to state authorization of insurer, presence of each required coverage, and policy limits.

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PART THREE – STANDARD CONTRACT TERMS AND CONDITIONS

3.1 LIMITATION OF COUNTY'S OBLIGATION IN CASE OF NONAPPROPRIATION OF FUNDS

3.1.1 The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract. All funds for payment after June 30th of any fiscal year are subject to County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.

3.1.2 In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the services shall be terminated as of June 30th of the last fiscal year for which funds were appropriated.

3.2 NONDISCRIMINATION IN EMPLOYMENT

3.2.1 The Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin. Such action shall include, by way of example without limitation: employment; upgrading; recruitment or recruitment advertising; demotion or transfer; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3.2.2 The Contractor certifies and agrees that all persons employed by the Contractor, its affiliates, subsidiaries or holding companies, are and will be treated equally by the employer without regard to or because of race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin, and in compliance with all antidiscrimination laws of the United States of America and the State of California.

3.2.3 The Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin.

3.2.4 The Contractor shall allow the County access to its employment records during regular business hours to verify compliance with these provisions when requested by the County.

3.2.5 If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to terminate the Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of the Contract have been violated, a final determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated state or federal antidiscrimination laws shall constitute a finding on which the County may conclusively rely that the Contractor has violated the antidiscrimination provisions of the Contract.

3.2.6 The parties agree that in the event the Contractor violates the antidiscrimination provisions of the Contract, the County shall at its option be entitled to a sum of five hundred dollars (\$500) pursuant to Section 1671 of the California Civil Code as damages in lieu of terminating the Contract.

3.3 ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS. The Contractor hereby assures it will comply with all applicable federal and state statutes to the end that no person shall, on the grounds of race, religion, ancestry, color, sex, age, physical disability, marital status, political affiliation or national origin, be excluded from participation in, be denied the benefits of, nor be otherwise subjected to discrimination

under the Contract or under any project, program, or activity supported by the Contract.

3.4 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

3.4.1 The Contractor agrees to comply with all applicable federal, state, County and city laws, rules, regulations, ordinances, or codes, and all provisions required by these laws to be included in the Contract are incorporated by reference.

3.4.2 The Contractor warrants that it fully complies with all statutes and regulations regarding the employment eligibility of foreign nationals; that all persons performing the Contract work are eligible for employment in the United States; that it has secured and retained all required documentation verifying employment eligibility of its personnel; and that it shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.

3.4.3 The Contractor agrees to indemnify and hold the County harmless from any loss, damage or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations or ordinances.

3.5 GOVERNING LAW. The Contract shall be construed in accordance with and governed by the laws of the State of California.

3.6 COVENANT AGAINST CONTINGENT FEES

3.6.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies under contract with the Contractor for the purpose of securing business.

3.6.2 The County shall have the right to terminate the Contract for a breach of this warranty, and, at its sole discretion, recover from the Contractor by way of such means as may be available the full amount of any commission, percentage, brokerage or contingent fee paid.

3.7 TERMINATION FOR IMPROPER CONSIDERATION

3.7.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

3.7.2 Among other items, such improper consideration may take the form of cash, discounts, services, tangible gifts or the provision of travel or entertainment.

3.7.3 The Contractor shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3.8 INDEMNIFICATION. The Contractor shall indemnify, defend and hold harmless the County and its Special Districts, elected and appointed officers, employees and agents ("County") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with Contractor's operations or its services, which result from bodily injury, death, personal injury, or property damage (including damage to Contractor's property). Contractor shall not be obligated to indemnify for liability and expense ensuing from the active negligence of the County.

3.9 INSURANCE

3.9.1 General Insurance Requirements. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the programs of

insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.

3.9.2 Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to the Department of Beaches and Harbors, Contract Section, 13837 Fiji Way, Marina del Rey CA 90292 prior to commencing services under this Contract. Such certificates or other evidence shall:

- (1) Specifically identify this Contract;
- (2) Clearly evidence all coverages required in this Contract;
- (3) Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance;
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- (5) Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

3.9.3 Insurer Financial Rating. Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by the County.

3.9.4 Failure to Maintain Coverage. Failure by the Contractor to maintain the required insurance or to provide evidence of insurance

coverage acceptable to the County shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage and, without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

3.9.5 Notification of Incidents, Claims or Suits. Contractor shall report to County:

- (1) Any accident or incident related to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence;
- (2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract;
- (3) Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County CA; and
- (4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Contract.

3.9.6 Compensation for County Costs. In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, Contractor shall pay full compensation for all costs incurred by the County.

3.9.7 Insurance Coverage Requirements for Subcontractors. Contractor shall ensure any and all Subcontractors performing services under this Contract meet insurance requirements of this Contract by either Contractor providing evidence to the CA of insurance covering the activities of Subcontractors, or Contractor providing evidence to the CA submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. The County

retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

3.9.8 Insurance Coverage Requirements. The Contractor shall maintain the insurance coverages specified in this Section 3.9.8 in the amounts specified.

3.9.8.1 General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

- General Aggregate: \$2 million
- Products/Completed Operations Aggregate: \$1 million
- Personal & Advertising Injury: \$1 million
- Each Occurrence: \$1 million

3.9.8.2 Automobile liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

3.9.8.3 Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible. In all cases, the above insurance also shall include employers' liability coverage with limits of not less than the following:

- Each Accident: \$1 million
- Disease – policy limit: \$1 million
- Disease – each employee: \$1 million

3.9.8.4 Professional Liability. Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two-year reporting period

commencing upon termination or cancellation of this Contract.

3.10 STATUS OF CONTRACTOR'S EMPLOYEES; INDEPENDENT STATUS OF CONTRACTOR

3.10.1 Contractor shall at all times be acting as an independent contractor. The Contract is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association as between the County and Contractor.

3.10.2 Contractor understands and agrees that all of Contractor's personnel who furnish services to the County under the Contract are employees solely of Contractor and not of County for purposes of Workers' Compensation liability.

3.10.3 Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to Contractor's personnel for injuries arising from or connected with the performance of the Contract.

3.11 RECORD RETENTION AND INSPECTION

3.11.1 The Contractor agrees that the County or any duly authorized representative shall have the right to examine, audit, excerpt, copy or transcribe any transaction, activity, time card, cost accounting record, financial record, proprietary data or other record pertaining to the Contract. Contractor shall keep all such material for four years after the completion or termination of the Contract, or until all audits are complete, whichever is later.

3.11.2 If any such records are located outside the County of Los Angeles, the Contractor shall pay the County for travel and per diem costs connected with any inspection or audit.

3.12 AUDIT SETTLEMENT

3.12.1 If, at any time during the term of the Contract or at any time after the expiration or termination of the Contract, authorized representatives of the County conduct an audit of the Contractor regarding performance of the Contract and if such audit finds that the County's obligation for the Contract payment is less than the payments made by the County to the

Contractor, then the Contractor agrees that the difference shall be either paid forthwith by the Contractor, or at the Director's option, credited to the County against any future Contract payments.

3.12.1.1 If such audit finds that the County's obligation for the Contract payment is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County, provided that in no event shall the County's maximum obligation under the Contract exceed the funds appropriated by the County for the purpose of the Contract.

3.13 VALIDITY. The invalidity in whole or in part of any provision of the Contract shall not void or affect the validity of any other provision.

3.14 WAIVER. No waiver of a breach of any provision of the Contract by either party shall constitute a waiver of any other breach of the provision. Failure of either party to enforce a provision of the Contract at any time, or from time to time, shall not be construed as a waiver of the provision or any other provision. The Contract remedies shall be cumulative and additional to any other remedies in law or in equity.

3.15 DISCLOSURE OF INFORMATION

3.15.1 The Contractor shall not disclose any details in connection with the Contract or any work performed under the Contract to any third party, except as may be required by law or as expressly authorized in writing by the Director.

3.15.2 However, recognizing the Contractor's need to identify its services and clients, the Contractor may publicize the Contract work, subject to the following limitations:

(1) All publicity shall be presented in a professional manner.

(2) The name of the County shall not be used in commercial advertisements, press releases, opinions or featured articles, without the prior written consent of the Director. The County shall not unreasonably withhold written consent, and approval by the County shall be deemed to have been given in the absence of objection by the County within two (2) weeks after receipt by

the CA of the material submitted by the Contractor for approval by the County.

(3) The Contractor may list the County in any other proposal submitted in response to a request for proposals or bids from a third party without prior written permission of the County.

3.16 COUNTY'S REMEDIES FOR DEFAULT

3.16.1 If the Contractor fails to perform the Contract work in accordance with the covenants, terms and conditions of the Contract or fails to comply with any other material covenant, term or condition of the Contract, the County may, by written notice of default to the Contractor, terminate the whole or any part of the Contract. Nothing in this Section 3.16 shall prevent the County from recovering any and all damages arising from the default. The County may elect not to terminate the Contract without waiving its right to such recovery.

3.16.2 Contractor shall have ten (10) calendar days from written notification of default in which to cure the default. The County, in its sole discretion, may by written notice allow a longer or additional period for cure.

3.16.3 If the Contractor does not cure the default within the time specified by the notice of default or written extension of time, the Contract shall be terminated. In such event, all finished or unfinished documents, data and reports prepared by the Contractor under this Contract shall be transferred immediately to the County.

3.16.4 In the event the County terminates the Contract in whole or in part for the Contractor's default, the County may procure replacement services from a third party or by County's employees upon such terms and in such manner as the County deems appropriate. The Contractor shall be liable to the County for any excess costs arising from the use of replacement services. Excess costs shall consist of those costs incurred by the County in procuring replacement services, which exceed the costs the County would have been obligated to pay the Contractor for the services in question. The Contractor shall continue performance of any part of the Contract work not terminated.

3.16.5 Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the federal and state governments in their sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, and unusually severe weather. If the failure to perform is caused by the default of a Subcontractor arising from causes beyond the control of both Contractor and Subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless the Contractor had sufficient time to obtain performance from another party.

3.16.6 If, after termination, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the Contract were terminated pursuant to Section 3.18 (Termination for Convenience of the County).

3.16.7 The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

3.17 DEFAULT FOR INSOLVENCY

3.17.1 Notwithstanding the provisions of Section 3.16, the County may cancel the Contract for default without giving the Contractor written notice of default and time to cure upon the occurrence of any of the following events:

(1) The Contractor becomes insolvent. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, whether it has filed for federal bankruptcy protection and whether it is insolvent within the meaning of the federal bankruptcy law.

(2) The filing of a voluntary petition to have the Contractor declared bankrupt.

(3) The appointment of a receiver or trustee for the Contractor.

(4) The execution of the Contractor of an assignment of the Contract for the benefit of creditors.

3.17.2 The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any rights and remedies provided by law or under the Contract.

3.18 TERMINATION FOR CONVENIENCE OF THE COUNTY

3.18.1 The performance of the Contract work may be terminated in whole or in part from time to time when such action is deemed by the County to be in its best interest, subject to delivery to the Contractor of a ten (10) day advance notice of termination specifying the extent to which the Contract work is terminated, and the date upon which such termination becomes effective. After receipt of a notice of suspension of performance or termination, the Contractor shall stop the Contract work on the date and to the extent specified in the notice.

3.18.2 County may suspend performance or terminate the Contract without liability for damages if County is prevented from performing by reasons beyond its control, including but not limited to operation of laws, acts of God, and official acts of local, state, or federal authorities.

3.18.3 The County and Contractor shall negotiate an equitable amount to be paid the Contractor by reason of the total or partial termination of work pursuant to this section, which amount may include a reasonable allowance for profit on the Contract work that has been performed and has not been paid, provided that such amount shall not exceed the total obligation to pay for the Contract work performed as reduced by the amount of Contract payments otherwise made.

3.18.4 The Contractor shall make available to the County, for a period of four (4) years after Contract termination, at all reasonable times, at the office of the Contractor, all books, records, documents, or other evidence bearing on the costs and expenses of the Contractor in respect to the termination under this section of the Contract work. In the event records are located outside the County of Los Angeles, the Contractor will pay the County for traveling and per diem costs connected with the inspection or audit.

3.19 NOTICE OF DELAY. Except as otherwise provided, when either party knows of any fact that will prevent timely performance of the Contract, that party shall give notice, including all relevant information, to the other party within five days.

3.20 NOTIFICATION. Except as otherwise provided by the Contract, notices desired or required to be given by law or under the Contract may, at the option of the party giving notice, be given by enclosing a written notice in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States mail. Any such notice shall be addressed to the Contractor at the address shown for the Contractor in the Proposal or such other place designated in writing by the Contractor. Notice to the County shall be addressed to the Director, Department of Beaches and Harbors, 13837 Fiji Way, Marina del Rey, California 90292, or such other place as the Director may designate in writing.

3.21 CONFLICT OF INTEREST

3.21.1 The Contractor represents and warrants the statements set forth in the conflict of interest certification of its Proposal are true and correct.

3.21.2 The Contractor further agrees that anyone who is an employee or former employee of the County at the time of execution of the Contract by the Board of Supervisors and who subsequently becomes affiliated with the Contractor in any capacity shall not perform the Contract work or share in the Contract's profits for a period of one (1) year from the date of termination of the employee's employment with the County.

3.21.3 The County shall have the right to terminate the Contract for a breach by the Contractor of either its warranty or promise on the absence of the prohibited conflicts of interest.

3.22 DELEGATION AND ASSIGNMENT

3.22.1 The Contractor may not delegate its duties or assign its rights under the Contract, either in whole or in part, without the written prior consent of the Director. Any delegation of duties or assignment of rights under the Contract

without the expressed written consent of the County shall be null and void and shall constitute a breach for which the Contract may be terminated.

3.22.2 Any delegation of duties or assignment of rights (including but not limited to a merger, acquisition, asset sale and the like) shall be in the form of a subcontract or formal assignment, as applicable. The Contractor's request to the Director for approval of an assignment shall include all information that must be submitted with a request by the Contractor to the County for approval of a subcontract of the Contract work pursuant to Section 3.23.

3.23 SUBCONTRACTING

3.23.1 Performance of the Contract work may not be subcontracted without the express written consent of the Director or authorized representative. Any subcontract of the Contract work without the express written consent of the Director or authorized representative shall be null and void and shall constitute a breach for which the Contract may be terminated.

3.23.2 The Contractor's request to the Director for approval to enter into a subcontract of the Contract work shall include:

- (1) A description of the work to be performed by the Subcontractor;
- (2) Identification of the proposed Subcontractor and an explanation of why and how the proposed Subcontractor was selected, including the degree of competition in the selection process;
- (3) The proposed subcontract amount, together with the Contractor's cost or price analysis; and
- (4) A copy of the proposed subcontract.

3.23.3 In the event the Director or authorized representative should consent to a subcontract for the performance of the Contract work, the terms and conditions of the Contract shall be made expressly applicable to the work that is to be performed by the Subcontractor.

3.23.4 In the event the Director or authorized representative should consent to a subcontract, the Contractor shall provide in the approved subcontract an agreement that the work of the Subcontractor is pursuant to the terms of a

prime contract with the County of Los Angeles, and that all representations and warranties shall inure to the benefit of the County of Los Angeles.

3.23.5 Subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts shall not relieve the Contractor from performing the Contract work in accordance with the terms and conditions of the Contract. Approval of any subcontract by the County shall not be construed as effecting any increase in the compensation to be paid for the Contract work.

3.23.6 Any later modification or amendment of the subcontract shall be approved in writing by the Director or authorized representative before such modification or amendment is effective.

3.24 CHANGES AND AMENDMENTS

3.24.1 Except as provided in this Section 3.24, renewals and other modifications of this Contract shall be in writing and shall be executed by the parties and approved by the Board in the same manner as the Contract.

3.24.2 A change which does not materially effect the scope of work, period of performance, compensation, method of payment, insurance or other material term or condition of the Contract shall be effective upon the Director or his authorized representative and the Contractor signing an amendment or other writing reflecting a modification of the Contract.

3.24.3 The Director or authorized representative may, in his or her sole discretion, grant the Contractor extensions of time for performance of the work where such extensions do not materially effect the work. Such extensions shall not be deemed to extend the term of the Contract.

3.25 PROPRIETARY RIGHTS. All materials, data and other information of any kind obtained from County personnel and all materials, data, reports and other information of any kind developed by the Contractor under the Contract are the property of the County, and the Contractor agrees to take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this paragraph shall survive the expiration or other termination of the Contract.

3.26 TIME. Except as specifically otherwise provided in the Contract, time is of the essence in the performance of the Contract work and all terms and conditions of the Contract with respect to such performance shall be construed.

3.27 AUTHORIZATION. The Contractor represents and warrants that its signatory to the Contract is fully authorized to obligate the Contractor for performance of the Contract work, and that all necessary acts to the execution of the Contract have been performed.

3.28 COMPLIANCE WITH COUNTY LOBBYING REQUIREMENTS

3.28.1 The Contractor and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160.

3.28.2 Failure on the part of the Contractor or any County lobbyist or County lobbying firm retained by the Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend the Contract notwithstanding the opportunity to cure otherwise made available under Section 3.16.

3.29 CONSIDERATION OF HIRING COUNTY EMPLOYEES ON A REEMPLOYMENT LIST OR TARGETED FOR LAYOFFS

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the life of this agreement.

3.30 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

Should the Contractor require additional or replacement personnel after the effective date of

the agreement, contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. County will refer GAIN/GROW participants, by job category, to Contractor.

3.31 COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

3.31.1 Contractor's Warranty of Adherence to County Child Support Compliance Program. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (41 USC Section 653a) and California Unemployment Insurance Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

3.31.2 Termination for Breach of Warranty to Maintain Compliance with County Child Support Compliance Program. Failure of Contractor to maintain compliance with the requirements set forth in the preceding Section 3.31.1 "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by Contractor under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the

County Board of Supervisors may terminate this Contract pursuant to Section 3.16 "County's Remedies for Default."

3.31.3 Voluntary Posting of "Delinquent Parents" Poster. Contractor acknowledges that County places a high priority on the enforcement of child support laws and apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County Child Support Services Department will supply Contractor with the poster to be used.

3.32 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

3.32.1 The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification Form P-8, the County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

3.33 CONTRACTOR RESPONSIBILITY AND DEBARMENT

3.33.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.

3.33.2 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the

Contract, debar the Contractor from bidding on County contracts for a specified period of time which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

3.33.3 The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

3.33.4 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

3.33.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3.33.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

3.33.7 If the Contractor has been debarred for a period longer than five years, the Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determinations to reduce the period of debarment or terminate the debarment. The County may, in its sole discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the County.

3.33.8 The Contractor Hearing Board will consider a request for review of debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the processed decision and recommendation of the Contractor Hearing Board.

3.33.9 These terms shall also apply to Subcontractors of County Contractors.

3.34 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME TAX CREDIT. Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the federal Earned Income Tax Credit under the

federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit 2).

3.35 CONTRACTOR TO USE RECYCLED PAPER. Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on all work performed under this Contract.

3.36 COMPLIANCE WITH JURY SERVICE PROGRAM

3.36.1 Jury Service Program. This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

3.36.2 Written Employee Jury Service Program.

3.36.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service.

3.36.2.2 For purposes of this section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by

the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for the County under this Contract, the Subcontractor shall also be subject to the provisions of this section. The provisions of this section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3.36.2.3 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

3.36.2.4 Contractor's violation of this section of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

3.37 SAFELY SURRENDERED BABY LAW.

3.37.1 Notice to Employees Regarding the Safely Surrendered Baby Law. The Contractor shall notify and provide to its employees, and require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The

fact sheet is set forth in Exhibit 3 of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

3.37.2 Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law. The Contractor acknowledges that the County places high priority on the implementation of the Saely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

3.38 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF A CONTRACT

Contractor shall have no claim against County for payment of money or reimbursement of any kind whatsoever for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all

such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused this Contract to be subscribed by the Chair of said Board and attested by the Executive Officer thereof, and the Contractor, by its duly authorized representative, has executed the same, as of the day, month, and year first written above.

TranSystems

By _____
Steven A. Schmucker, Vice President

By _____
Chair, Board of Supervisors

SACHI A. HAMAI
Executive Officer-Clerk of
the Board of Supervisors

By _____
Deputy

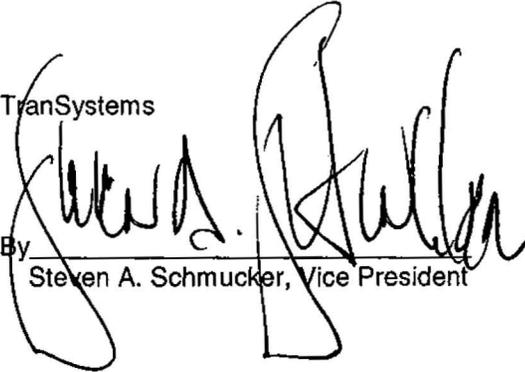
APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused this Contract to be subscribed by the Chair of said Board and attested by the Executive Officer thereof, and the Contractor, by its duly authorized representative, has executed the same, as of the day, month, and year first written above.

TranSystems



By
Steven A. Schmucker, Vice President

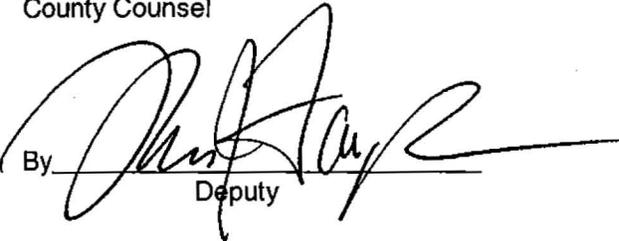
By _____
Chair, Board of Supervisors

SACHI A. HAMAI
Executive Officer-Clerk of
the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel



By _____
Deputy

**REQUEST FOR PROPOSALS FOR HARBOR ENGINEER
OFFER TO PERFORM**

Proposer: Name: TranSystems
 Address: 6700 East Pacific Coast HWY, Suite 201
Long Beach, CA 90803
 Phone: (562) 594-6974 Fax (562) 594-6975

To: Stan Wisniewski, Director, Department of Beaches and Harbors

Proposer, responding to the Request for Proposals (RFP) issued by the Los Angeles County Department of Beaches and Harbors, offers to provide civil engineering consultation and services in connection with property located within the Marina del Rey Small Craft Harbor and on County-operated beaches on the terms and conditions for the performance of this work that are set forth in the RFP. Such services shall be performed during a three-year term that at the option of the Director may be extended for two additional, consecutive, optional Contract years.

As there are no Contractor reimbursable expenses allowed for these services (Contract Section 1.4.3), the hourly rates submitted for each job title shall include all overhead required for performance of the Contract. The rate(s) for services shall be:

Job Title:	Hourly Rate:
(Please see attached rate sheet) _____	_____ Dollars (\$ _____)
_____	_____ Dollars (\$ _____)
_____	_____ Dollars (\$ _____)
_____	_____ Dollars (\$ _____)

The proposal is subject to the following additional conditions:

(Conditions which reject, limit or modify required terms and conditions of the Contract may cause rejection.)

This offer shall be irrevocable for a period of 120 days after the final date for submission.

Proposer is a(n): individual corporation partnership or joint venture
 limited liability company other: _____

State of organization: CA Principal place of business: Long Beach

Authorized agent for service of process in California:

Steven A. Schmucker, 6700 East Pacific Coast HWY, Suite 201, Long Beach, CA 90803 (562) 584-6974
 Name Address Phone

The Proposer represents that the person executing this offer and the following persons are individually authorized to commit the Proposer in any matter pertaining to the proposed Contract:

<u>Steven A. Schmucker, Vice President, (562) 594-6974</u>				
Name	Title	Phone	Name	Title

Dated: 4-1-08 Proposer's signature: Steven A. Schmucker, Vice President, (562) 594-6974
 Name Title Phone



TranSystems

FEE SCHEDULE
On-Call Services Three-Year Blended Rate Sheet
(Effective April 01, 2008 thru April 01, 2011)

Professional and Technical Personnel Classifications

Principal Project Manager	\$210.00
Alternate Project Manager	\$190.00
Principal Engineer	\$195.00
Senior Project Manager	\$172.00
Area Construction Manager	\$155.00
Senior Construction Manager	\$140.00
Construction Manager / Resident Engineer	\$125.00
Project Engineer	\$100.00
Cost Estimator	\$100.00
Senior Planner / Permit Specialist	\$104.00
LEED Certified Inspector	\$110.00
CADD Operator/Drafter	\$95.00
Inspector/Construction Observer	\$65.00 - \$85.00
Assistant Construction Manager / Field Engineer	\$60.00 - \$80.00
Clerical	\$65.00

EXCEPTIONS AND GENERAL INFORMATION

1. The Scope of Work does not include payment of fees to Regulatory Agencies for applications, permits, reports or prints.
2. Changes in the Scope of Work will be deemed "Extra Services" and will be billed at the hourly rates presented in the above Fee Schedule, or at a negotiated price agreed upon prior to the performance of the services. The Consultant is required to obtain written approval prior to commencing services outside the original scope.
3. The Scope of Work does not include any reproductions or copies. All prints and reimbursable expenses, such as delivery charges and sub-consultants, will be invoiced at cost.
4. This proposal fee schedule is a firm offer for a sixty (60) day period.

WORK PLAN

1. **STAFFING PLAN:** Provide the requested information about engineers, key employees and subconsultants. Attach all resumes.

Name	Relationship to Proposer	Job Title	Responsibilities
Steven Schmucker			Principal-In-Charge
Cameron Duncan			Project Manager
Greg Mailho			Project Engineer
Juan Garcia			Project Engineer
Marian Rule Cope			Project Engineer
Glen Estrella			Senior Construction Manager
Mike Helma			Lead Construction Manager
Gil Conn			Regulatory Permitting

2. **PRINCIPAL OWNER(S) OF PROPOSER'S ORGANIZATION:** Brian Larson

3. **IDENTIFY PARTNERS/SUBCONSULTANTS:**

Principal	Firm Name	Relationship to Proposer	Specialty	Address	Phone
Magdy A. Francis, PE	M.A. Francis & Assoc.	Subconsultant	Electrical & Mechanical Engineering	2111 Business Center Dr., Suite 220; Irvine, CA 92612	949.263.6640

4. **LICENSES:** List staff who hold licenses or registration required by California state law or relevant to performance of the work:

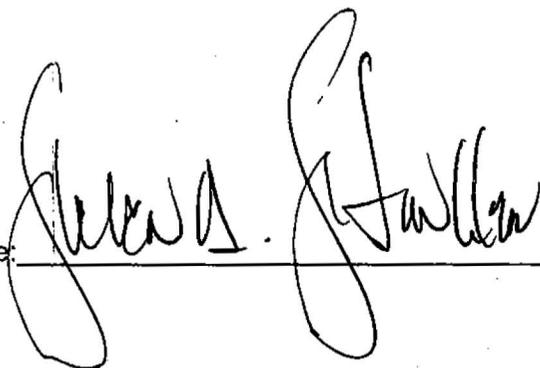
Name	License	License Number
Cameron Duncan	P.E.Structual Engineer	Civil: C45648 / Structural: S4150
Marian Rule Cope	P.E. Civil Engineer	Civil: 37130
Juan Garcia	P.E. Civil Engineer	Civil: C72060

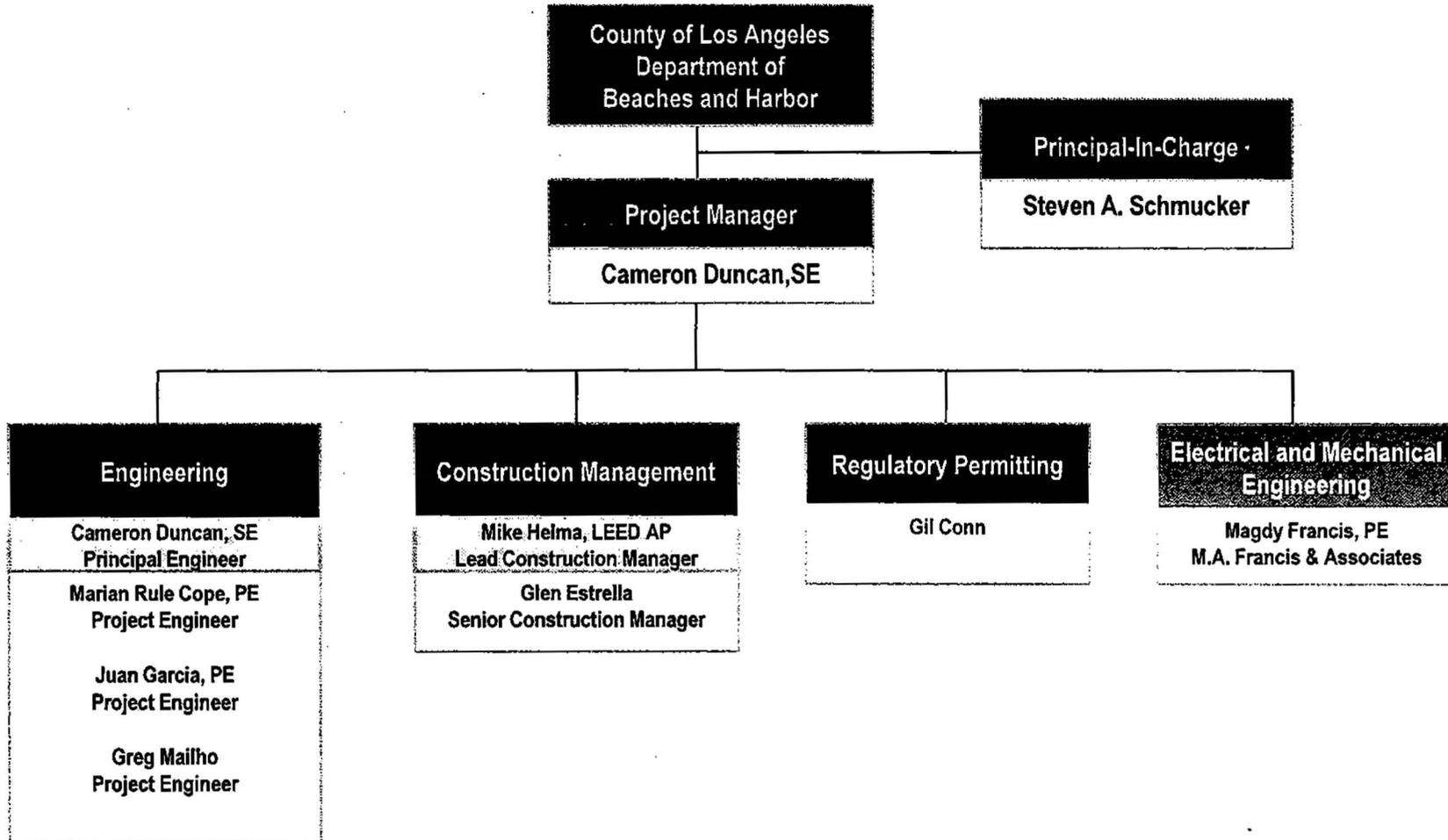
5. **STATEMENT OF APPROACH TO THE SCOPE OF WORK:**

Please attach a complete description of the approach your firm will take with respect to the Scope of Work identified in the RFP. Please to address the following items:

- a. How the Proposer will perform the Contract work. A Narrative discussion of the Proposer's approach to various kinds of consulting assignments and County requirements;
- b. Proposer's ability to support the Department before the Design Control Board, the Beach Commission, the California Coastal Commission, and other bodies;
- c. Proposer's ability to provide licensed professional advice and civil and structural engineering services with special emphasis on engineering of marine facilities; and
- d. Proposer's ability to provide professional quality engineering drawings and other work product.

Signature: _____





 = TranSystems Team
 = Subconsultant

Steven Arthur Schmucker – Principal-In-Charge

Education	Years of Experience	11
B.A., Psychology Candidate Colorado State University	Years with Firm	11

Professional Experience

Mr. Schmucker has more than 20 years of experience in project management focused on both public works and commercial construction projects. Through the years, he has managed more than fifteen major construction projects that include complex rehabilitation projects, such as the \$23M multi-phase Marina del Rey Seawall Restoration. As TranSystems Area Manager, Mr. Schmucker provides high-level oversight of multiple projects simultaneously, directing the activities of four senior construction managers as well as managing a staff of 12.

Mr. Schmucker has an impressive record with TranSystems with each of his projects coming in on-time, within budget and without claims. As a Construction Manager, his responsibilities range from complete construction monitoring to quality assurance and control, as well as facilitating communications between owner, architect, consultants and general contractor. Mr. Schmucker's "hands-on" management style allows him to communicate effectively across every level in the design and construction environment.

His excellent public outreach skills and leadership were key during a three-year, multi-project \$35 Million program with the City of Huntington Beach, which consisted of an on-call contract for all of the City's capital improvement projects. In a recent letter, Eric Charlonne, Contract Administrator for the City of Huntington Beach, wrote that Mr. Schmucker's service "has been, without question, of paramount importance in bringing the projects in under budget and on time."

WATERSIDE PROJECTS

Marina del Rey Seawall Restoration Project, Marina del Rey, CA. Mr. Schmucker was the construction manager in charge of the second phase of structural repair and the impressed current cathodic protection system. Mr. Schmucker is also the day to day contact for TranSystems' Harbor Engineer On-Call consulting contract with the County of Los Angeles Department of Beaches and Harbors.

Alamitos Bay Marina Refurbishment, Long Beach, CA Principal-in-Charge for \$68M design-build marina rehabilitation project, including basin and main channel dredging, seawall repair, replacing the deteriorated wood docks with new concrete docks and piling, upgrading the utility infrastructure, new restrooms and refurbished parking areas. Phasing of the construction work is required to accommodate the relocation of current slip tenants to alternate temporary locations during the course of the work. Mr. Schmucker will also assist the City in making sure that the project is a benchmark of environmentally-friendly marina construction.

Downtown Shoreline Marina, Long Beach, CA Principal-in-Charge for \$32M design-build rehabilitation project that encompasses the main Downtown Marina as well as Rainbow Harbor, with a total of 1,800 boat slips. The rehabilitation will focus on converting the current wooden double-loaded slips into single-loaded concrete slips and provide berths for larger, modern boat sizes. The project is being built to LEED standards.

Boeing Sea Launch Pier 16, Long Beach, CA Principal-in-Charge overseeing construction management services for a series of repairs at Boeing Sea Launch Pier 16. The project involves the demolition and replacement of the approach span and replacement of the approach span abutments, concrete repair of the deck, mooring island pile replacement, fender demolition and installation of four new dolphins with fendering and accessories.

Hermosa Beach Pier, Hermosa Beach, CA. Mr. Schmucker was both the Area Construction Manager and Program Manager for this multi-phased project. The City of Hermosa Beach selected TranSystems to be the Construction Manager for the Hermosa Beach Pier Restoration project, as well as the Program Manager for the \$2M Phase II Pier Enhancement project.

PARK/RECREATION PROJECTS

Huntington Beach Central Park Sports Complex, Huntington Beach, CA Principal-in-Charge for Construction Management of a 45-acre sports complex, which includes public plazas and a fully landscaped park that boasts eight regulation-sized baseball fields, two 1,680 square-foot concession stand/restroom buildings with full utilities and a 900 square-foot maintenance building.

Roland E. Bigonger Park Upgrade, Yorba Linda, CA Principal-in-Charge for Construction Management of a series of facilities improvements and ADA access upgrades to an in-use community park.

Cerritos Lake Rehabilitation, Los Angeles County, CA. Mr. Schmucker was the Area Construction Manager for this lake upgrade project. This project included upgrades to the lake water infusion system and improvements to the surrounding hardscape and landscaping.

Devil's Punchbowl Water Tank Refurbishment, Los Angeles County, CA. Mr. Schmucker provided construction management services on this project for the Department of Parks and Recreation. Work included removal of the existing coating inside the water tank, and installation of a new epoxy system. Water samples were collected by TranSystems and submitted to a local laboratory for analysis. The tank was refilled with water and returned to use by the County.

Belmont Pool Renovation, Long Beach, CA Principal-in-Charge overseeing assessment, design and construction management of renovations to a City-owned swimming pool.

City of Orange / Park Standards, Orange, CA Principal-in-Charge for constructability review of project plans at the 60% and 90% development phase and part-time construction management services.

Hart Park Ballfield Renovation, Orange, CA Principal-in-Charge for constructability review of the project plans at the 60% and 90% development phase and part-time construction management services.

West Covina Sportsplex, West Covina, CA Principal-in-Charge for constructability review of the City of West Covina Sportsplex – Big League Dreams project for the developer, Heinbuch Golf, LLC.

Schabarum Park Estimate, Los Angeles, CA Principal-in-Charge for constructability review of the Schabarum Park Renovations Project for the County of Los Angeles.

Jack Nichol Park, Long Beach, CA Principal-in-Charge for Construction Management of the new park facility for the Department of Public Works, City of Long Beach.

MUNICIPAL PROJECTS

Huntington Beach Pier Plaza, Huntington Beach, CA. Mr. Schmucker was the full-time, on-site construction manager for the \$4.5 M Huntington Beach Pier Plaza Project. This project was constructed to accommodate a variety of uses: public performances area, walking and viewing area, and eating area. Elements of construction included sandwalls, restrooms, sculptures, specialty pavements, parking lots, and extensive hardscape and landscape. He was responsible for both inspection and construction management functions.

Huntington Beach Maintenance Facility, Huntington Beach, CA Principal-in-Charge for Construction Management of a new structure that provides a repair facility, administrative offices and a storage area for the equipment used by the City to maintain the beach.

Huntington Beach South Beach Phase I Rehabilitation, Huntington Beach, CA Principal-in-Charge for Construction Management of site improvements including concession facilities, restrooms, walkways, upgrade to existing parking lots, ada access, outdoor shower and foot wash areas and trash enclosures.

Huntington Beach South Beach Phase II Rehabilitation, Huntington Beach, CA Principal-in-Charge for Construction Management of site improvements including the construction of new Junior Lifeguard Headquarters and the Vincent G. Moorehouse Lifeguard Headquarters, renovation of parking lot, landscaping, security lighting, showers, and beach path; three new restroom buildings, improved RV camping facility with hookups, new viewpoint and mini-amphitheater at First Street.

Hermosa Beach City Hall Renovations, Hermosa Beach, CA Principal-in-Charge for Construction Management of tenant improvements to the existing offices, the addition of a new HVAC system to the entire City Hall complex and the installation of several ADA compliant elements.

Brea Downtown Enhancement, Brea, CA Principal-in-Charge, overseeing construction management services as part of a downtown enhancement project. Mr. Schmucker's team oversaw the installation of new underground electrical and audio conduits to all existing trees along Brea Boulevard and on Birch Street west of Brea. Each corner of the Brea/Birch intersection was enhanced with new palm trees, tree lighting, and canopies. Street print paving provided a unique final touch. This decorative finish involves heating the existing asphalt and using a pre-formed stamp to imprint a design or pattern.

Brea Sewer Lift Station, Brea, CA Principal-in-Charge, overseeing construction management services for a master sewer upgrade project. The work consists of constructing new 15", 24" and 27" VCP sewer main; construction of new 48" and 60" diameter manholes; construction of a new 48" diameter drop-manhole; removal and replacement of existing PCC pavement, AC pavement, PCC curb and gutter, PCC sidewalk, the construction of a complete sewer lift station, the construction of PVC conduits, rough grading, PVC drainage improvements; traffic control and replacement of existing striping.

Constructibility Reviews, Newport Beach, CA Principal-in-Charge for constructibility reviews for several projects in Newport Beach.

Long Beach / Main Library Electrical Utilities Upgrades Phase I, Long Beach, CA Principal-in-Charge for project that involved providing upgraded electrical circuits and light dimming panel for auditorium lighting system.

Brea Museum & Misc Tasks, Brea, CA Principal-in-Charge for the Brea Museum waterproofing repair project for the Department of Public Works, City of Brea.

Placerita Canyon Improvements, Newhall, CA Principal-in-Charge for cost estimating services for improvement projects in the Placerita Canyon Natural Area in Los Angeles County, CA.

Pond Fill Project, Newport Beach, CA Principal-in-Charge for the Pond Fill Project for Big Canyon Country Club in Newport Beach. TranSystems provided Construction Management Services to assist in plan development, bidding and construction.

Slope Repair, Newport Beach, CA Principal-in-Charge for the Slope Repair project for Big Canyon Country Club in Newport Beach.

Cameron David Duncan – Project Manager**Registrations**

Professional Engineer (Civil): CA, 1990
 Professional Engineer (Structural): CA, 1998

Education

B.S., Structural Engineering
 Cal Poly, San Luis Obispo, 1986

Affiliations & Memberships

American Society of Civil Engineers
 Structural Engineer-Board Member for the City of San Diego Building Department Board of Appeals,
 Structural Engineers Association of San Diego,
 Structural Engineers Association of California

Years of Experience 21

Years with Firm 2

Professional Experience

Mr. Duncan has 21 years of experience in the design of commercial, industrial and waterfront structures. He has personally performed over 250 underwater structural assessment inspections of deteriorating concrete, steel and timber waterfront structures. His experience includes projects from one to twelve stories of superstructure and three levels of subgrade structure. Design materials include structural steel, reinforced concrete, pre-stressed concrete, post-tensioned concrete, light wood frame, light gauge steel, heavy timber, fiberglass, plastic composites and reinforced masonry construction. He has been the lead designer for office buildings, pharmaceutical labs, retail stores, industrial facilities, residential projects, civic buildings and seismic upgrades.

Specialized experience includes: the seismic evaluation, plan checking and cost estimating for over 40 seismic upgrade projects, construction defect/structural assessment investigation and/or repair of over 40 properties. He works closely with TranSystems' in-house permit specialist to submit the required documentation to each permitting agency in a timely manner and follows through with the regulatory agencies to make sure that the applications are moving forward.

Mr. Duncan's waterfront design work has received two awards from the U.S. Navy's Southwest Division for outstanding design and construction support and he was appointed in 2003, by Mayor Dick Murphy, as the Structural Engineer board member for the City of San Diego Building Department Board of Appeals.

Alamitos Bay Marina Rehabilitation, Long Beach, CA

Mr. Duncan is serving as Construction Management Engineering Lead for the rehabilitation of the Long Beach Alamitos Bay Marina. The project will result in a complete rebuild of the marina, including basin and main channel dredging, seawall repair, replacing the deteriorated wood docks with new concrete docks and piling, upgrading the utility infrastructure, new restrooms and refurbished parking areas. The existing seawall that encompasses the marina will require repairs that include, but are not limited to, crack and joint repairs, railing upgrades and re-establishment of the rip-rap bedding adjacent to the waterside areas. Mr. Duncan is responsible for determining the most effective method of performing the required repairs while creating the least impact to boaters and the general public. In addition to the repair work, he will review all the other required construction activities that may impact the seawall, such as utility connections and ADA access to the dock systems. While these activities require distinct construction, they must be incorporated into the seawall repair schedule to provide a complete package, ready for use by the City. He will also review the available dredging information and determine the most cost-effective method that has the least impact on the marina operations and will yield the desired results. He will work closely with TranSystems' in-house permit specialist to submit the required documentation to each permitting agency in a timely manner, and will follow through with the regulatory agencies to make sure that the applications are moving forward. In addition, he will review the design elements and make recommendations that will either improve durability and performance or reduce cost, or both. His in-depth knowledge of marina system materials and manufacturing, experience at past projects, and familiarity with new techniques will facilitate this process.

Offloading of Generator Parts/Load Capacity Study – 10th Ave Marine Terminal, San Diego, CA

Project Manager for review of seawall construction and underground utility drawings. Performed a structural analysis to determine the setback distance and deck distribution of loading to safely offload and transport 750,000 pound generator parts from ship to rail transport at the 10th Ave terminal without damaging the cyclopean seawall or underground utilities. Coordination with Geotechnical & Etarco Heavy Transport.

Shared Berthing for SS Curtiss & HMB-1 Mole Pier, Naval Station, San Diego, CA

Project Manager & Project Engineer for concept studies and final design for the berth and cargo staging area for the container ship Curtiss and floating drydock HMB-1. Structural design of concrete wharf extensions, fender system and brow platforms. Pile installation through mole rip rap slope protection. Design of 110' tall high mast lighting with foundations in hydro fill soils.

Above and Underwater Inspection for "Navy Pier" 11A, San Diego, CA

Project Engineer in the development of repair proposals for the Port of SD "Navy Pier" 11A. Task included above and below water inspection with condition assessment report for the facility's deteriorated concrete piles, concrete deck, mole structure and asphalt paving sinkholes. Assisted outside A/E in the development of a scope of repairs which meet the SDUPD budget constraints.

Small Craft Mooring Alternatives, US Navy-Southwest Division

Project Engineer for concept study of small craft mooring alternatives (pier extension, floating docks or mole pier) – Wilson Cove, San Clemente Island Naval Air Station

Underwater Inspections of G Street Mole

Engineer Diver for above water and underwater inspection of the "G" Street Mole and tuna harbor waterfront structures.

Boat Ramp, Pepper Park, San Diego, CA

Engineer Diver for mapping of large rock slope protection interfering with pile driving for construction of a new handicap accessible boat dock.

Modifications to Mole Pier South for HMB-1 & USNS Curtiss, Naval Station San Diego, CA

Project Manager, Project Engineer & Report Writer for wharf modifications in support of berthing the floating drydock HMB-1 on the south side of the Mole Pier at Naval Station San Diego. This work involved new mooring hardware, rubber buckling fender panels, utility modifications and a high/low brow rollout platform. A few months after construction was completed, the client requested a feasibility study to modify the berth to also accommodate the container supply ship USNS Curtiss. The draft of this report was complete enough to be accepted as final and the project moved immediately into design and construction. The new work included two pile-supported cast-in-place concrete wharf extensions, new mooring bollards, additional buckling fender panels, utility crossover bridges and high-mast lighting for the wharf and load-out staging areas. \$1.0 M Construction.

Repair Pier Bravo, Naval Air Station North Island, Coronado, CA

Project Manager & Project Engineer for the design of: removal and replacement of the concrete topping for the entire main deck, polymer mortar repairs for the underdeck, cast-in-place concrete curb repairs, repair of two broken concrete piles, design of 8 new foam-filled fender stations to support most classes of Naval surface ships, new corner protection, new secondary fender systems and repair of deteriorated shore protection. Concrete, fiberglass & recycled plastic piles were utilized in the design. \$3.8M Construction.

Install Submarine Fender System Pier 5002 & Replace Timber Piling, Subase San Diego, CA

Project Engineer & Report Writer for the schematic design, report writing and cost estimating in support for a FY06 1391 report for a proposed combined berth capable of supporting Los Angeles class submarines, Ohio class submarines, Fleet Oilers or large supply ships at Pier 5002. The project also included approach channel and berth dredging which would require a new submerged steel sheet pile bulkhead to prevent undermining the existing pier

supports. Proposed \$10.6M Construction.

Repair Ammo Pier FY 1998, 2000, 2001 & 2003, Indian Island, Port Hadlock, WA

Project Manager & Project Engineer for the design of a master plan and phased replacement of deteriorated concrete piles which support a 700' & 1000' approach pier, a 1660' main pier and a 20,000 sq foot two-story building platform. Over 250 piles have been replaced by construction documents prepared for FY2003, 2001, 2000 & 1998 Repairs. \$15M Cumulative Cost

Repair Quaywall & Parking Lot - Pier 1, Naval Station San Diego

Design of repairs for concrete sheet pile quaywall, reinforced concrete wale and steel tieback system. Design of prestressed concrete fender piling & recycled plastic piles for corner protection for berthing tugboats, floating barges and coastal patrol craft. \$1.8M

Small Craft Berthing Alternatives - Wilson Cove, San Clemente Island

Feasibility & Concept Design of four berthing alternatives for various military small craft. The four systems were: Shallow Water Floating Docks w/ Stretch Chords; Rock Mole Marina; Deep Water Pier Extension, Removable Finger Pier Floating Docks.

Replace Piles Piers 1-14, 19, 20 & Fuel Pier, Naval Amphibious Base, Coronado, CA

Design of fender systems, corner protection, guide piles, brows, floating docks and landings for 17 piers required to berth; Barges, Landing craft; Floating bridge caissons, Patrol craft, Special Forces rigid and inflatable craft, Dolphin pens and Shore boats. Designs utilized; fiberglass, composite plastic and concrete piling systems which were environmentally favorable to treated timber systems. \$6 M

Combined Projects – Fuel Pier Improvements, Point Loma, CA

Above and Underwater Inspections, Structural Analysis and Design of Repairs for a 1908 riveted steel plate girder pier and concrete sheet pile quaywall. Improvements requiring design included; maintenance dredging and disposal of contaminated soil, installation of submerged steel sheet pile bulkheads; cathodic protection systems; concrete underdeck repairs; and replacement of all pier utilities. \$11.3 M

ADA Experience

Alamitos Bay Marina Restoration, Long Beach, CA – Design and specifications for new floating dock marinas, standard gangways, ADA gangways, dredging, slope protection, seawall repairs, guard rail upgrades, parking lot repairs, ADA parking areas, ADA boardwalk access ramps & ADA compliant restrooms for a design/build package for 7 separate mooring basins & 2000+ boat slips with an estimated 10 city blocks of parking & 10 new restrooms surrounding Alamitos Bay, CA. \$70 Million

Handicap Access Feasibility Study for Marriott Hotel Marina, San Diego Bay - Study of alternatives for full compliance with the Recreational Facilities- ADA Access Requirements for a 450 slip marina. Options considered included: 1) a pile supported concrete landing with 80-foot aluminum brow; 2) 80 foot gangway with ADA compliant bridge; 3) 120' floating dock gangway with intermediate landing; 4) "RampRider" inclined lift system; and 5) a tide adjustable platform lift. All options included modifications for new security gates, lighting, call button/phone systems, installation of new floating docks and guide piles to receive the water end of each system, boardwalk curb cuts, transition plates and guard rails. \$250K

Michael Allen Helma – Lead Construction Engineer**Education**

B.S.C.E., Civil Engineering
Cal Poly-Pomona, 1970

Years of Experience 25

Years with Firm 7

Professional Experience

Mr. Helma has more than 20 years of experience in construction management. He has extensive engineering experience in sewer, water and storm drain systems, heavy grading, concrete structures, street sections, traffic signals, paving and landscaping.

Construction Management highlights include:

- Development of a new 45-acre sports complex
- Special grading, rework and stabilization of landfill site to prepare for construction, including importing 100,000 cubic yards of material
- Installed a Geogrid system and Alternative Final Cover soil cap over landfill area.
- Installed landfill gas recovery system including Liquid Boot membranes and monitoring wells.
- Installed 2000 lf of 96" storm drain pipe.
- Installed the complete electrical backbone for a 400-acre commercial building site.
- Completed the under-grounding of the 12 KVA along the main frontage road for approximately 2 miles.
- Installed two 60" bore crossings for the sewer and electrical systems.
- Completed the installation of 2000 lf of 6" gas line using a directional bore system.
- Modified 40 acres of marshland using a series of geogrid and rock layers.
- Installed 100 ea- 50 ft rock columns to reinforce the edge of the unconsolidated drainage channel along the Los Angeles Drainage Basin.

Huntington Beach Central Park Sports Complex, Huntington Beach, CA

Senior Construction Manager for 45-acre sports complex, which includes public plazas and a fully landscaped park that boasts eight regulation-sized baseball fields, two 1,680 square-foot concession stand/restroom buildings with full utilities and a 900 square-foot maintenance building.

Hart Park Ballfield Renovation, Orange, CA

Senior Construction Manager for constructability review of the project plans at the 60% and 90% development phase and part-time construction management services.

West Covina Sportsplex, West Covina, CA

Senior Construction Manager for constructability review of the City of West Covina Sportsplex – Big League Dreams project for the developer, Heinbuch Golf, LLC.

Huntington Beach South Beach Phase I Rehabilitation, Huntington Beach, CA

Senior Construction Manager for site improvements to beachfront plaza, including concession facilities, restrooms, walkways, upgrade to existing parking lots, ADA access, outdoor shower and foot wash areas and trash enclosures.

Huntington Beach South Beach Phase II Rehabilitation, Huntington Beach, CA

Senior Construction Manager for site improvements to beachfront plaza, including the construction of new Junior Lifeguard Headquarters and the Vincent G. Moorehouse Lifeguard Headquarters, renovation of parking lot, landscaping, security lighting, showers, and beach path; three new restroom buildings, improved RV camping facility with hookups, new viewpoint and mini-amphitheater at First Street.

Huntington Beach Pier Plaza, Huntington Beach, CA.

Senior Construction Manager for the \$4.5 M Huntington Beach Pier Plaza Project. This project was constructed to accommodate a variety of uses: public performances area, walking and viewing area, and eating area. Elements of construction included sandwalls, restrooms, sculptures, specialty pavements, parking lots, and extensive hardscape and landscape. He was responsible for both inspection and construction management functions.

Huntington Beach Maintenance Facility, Huntington Beach, CA

Senior Construction Manager for a new structure that provides a repair facility, administrative offices and a storage area for the equipment used by the City to maintain the beach.

Brea Sewer Lift Station, Brea, CA

Senior Construction Manager for a master sewer upgrade project. The work consists of constructing new 15", 24" and 27" VCP sewer main; construction of new 48" and 60" diameter manholes; construction of a new 48" diameter drop-manhole; removal and replacement of existing PCC pavement, AC pavement, PCC curb and gutter, PCC sidewalk, the construction of a complete sewer lift station, the construction of PVC conduits, rough grading, PVC drainage improvements; traffic control and replacement of existing striping.

Downtown Shoreline Marina, Long Beach, CA

Senior Construction Manager for \$32M design-build rehabilitation project that encompasses the main Downtown Marina as well as Rainbow Harbor, with a total of 1,800 boat slips. The rehabilitation will focus on converting the current wooden double-loaded slips into single-loaded concrete slips and provide berths for larger, modern boat sizes. The project is being built to LEED standards.

Balboa Newport Beach Marina, Newport Beach, CA

Senior Construction Manager design/build construction documents for the 50-berth Balboa Marina. This project involves the demolition of the existing marina, which has approximately 130 berths for small vessels, and the design of a new marina suitable for large yachts. \

ADA Services for City of Long Beach, Long Beach, CA

Senior Construction Manager for ADA upgrade of facilities in more than 50 City parks.

***Subdivision, Dana Point, CA**

Senior Construction Manager responsible for oversight of hillside grading, installation of sewer pump stations, relocation of overhead utilities, installation of drain structures and utility backbone.

***Subdivision, Orange, CA**

Senior Construction Manager for the rough grading of 30 lots. Work included doubling the width of a two lane road, re-location of overhead utilities, and installation of new sewers, water, and storm drain systems.

*Indicates Personal Experience

Marian Rule Cope – Project Engineer**Registrations**

Professional Engineer (Civil): AK, 2003
 Non-Resident Professional Engineers and Geoscientists,
 CAN: BC, 2004
 Professional Engineer (Civil): CA, 1983
 Professional Engineer (Civil): MA, 1993
 Professional Engineer (Civil): OR, 1997
 Professional Engineer (Civil): WA, 1996

Years of Experience 27**Years with Firm** 24**Education**

B.S., Civil Engineering
 University of California at Davis, 1980

Professional Experience

Marian Rule Cope is an officer and Principal of TranSystems. Since joining the firm in 1984 with three years of professional engineering experience, she has served clients as Project Manager for numerous complex projects requiring close coordination of multi-disciplinary teams and detailed monitoring of schedule and budget. Her experience ranges from conceptual planning and cost estimates to civil engineering, planning and design for commercial, industrial and air freight facilities, intermodal rail terminals and marine-related projects. She has performed numerous seismic evaluations and value engineering projects, as well.

MARITIME***Port of Portland, Terminal 6 Two-Stage Intermodal Entrance Gate, Portland, Oregon.***

Project Manager for design, construction documents and construction support for expansion of the Terminal 6 gate facility, including a new 5,000 SF two-story gate house, security base station, and two-stage gate with separate inbound and outbound facilities. Design and construction phase communication between Port staff, terminal staff, design team and contractors was enhanced by use of a project web site, created specifically for this project.

ValueQuest Consulting, Engineering Support Services, Various Locations.

Project Manager for a contract to provide engineering consulting, production and graphics support services to ValueQuest Consulting. Services includes planning, civil and structural engineering design, construction cost estimating, drafting support and graphic design services for maritime and intermodal rail projects.

Port of Long Beach, Maersk Pier J Intermodal Terminal & Railyard Design, Long Beach, California.

Project Manager for design and construction administration for part of the 107 acre intermodal terminal at Berths 266-270, including support buildings and a 28 acre intermodal railyard. The railyard features an on-dock rail link, access tracks, four 2,250 foot loading tracks, and an in-ground compressed air system. Support buildings included a 60 foot tall terminal control tower building.

Universal Maritime Service Corporation, Dundalk Marine Terminal Entrance Facility, Port of Baltimore, Maryland.

Quality Assurance Officer for conceptual through final design of a 15 acre container terminal entrance complex, with a two-story 11,000 SF administration building. Included automated precheck inbound and outbound facilities, with 14 expandable/reversible inbound/outbound lanes, a 14-lane canopy with seven documentation booths and a six-lane roadability inspection and repair canopy.

Port Authority of New York & New Jersey, ExpressRail Intermodal Facility, Elizabeth, New Jersey.

Project Engineer for development of alternative facility layouts and operating systems, complete plans, specifications and construction management for a 20 acre intermodal rail facility at the Elizabeth Marine Terminal, including a new gate complex and administrative offices.

Subic Bay Metropolitan Authority, Port Development & Intermodal Rail Feasibility Study, Subic Bay Freeport, Philippines.

Project Manager for a study to assess the feasibility of developing the former U.S. Naval Base into a state-of-the-art container transportation hub and cargo-handling facility.

Port of Long Beach, Naval Facilities Relocation, Long Beach, California.

Project Engineer for a master planning study for consolidation and relocation of the Naval Station Long Beach (NAVSTA). Involved a survey of existing conditions at the entire Naval Complex, including the Defense Fuel Supply Center, the Naval Shipyard and the Fleet and Industrial Supply Center.

Port of Oakland, Berth 22 Reconstruction, Oakland, California.

Civil Engineer for design of shoreline protection in connection with conversion of a 1,200 l.f. concrete/timber wharf into a modern concrete deck on vertical piles, capable of bearing the load of container cranes.

Schnitzer Steel, Shoreline Improvements, Oakland, California.

Civil Engineer for shoreline improvements required for a new 315' x 54' concrete wharf and 35' x 160' access pier, including rock dikes with landfill bank revetments. Coordination of permitting applications was provided.

Australian Government, Ports Performance Study, Australia.

Project Manager for a study to assess the performance of the country's ports in relation to the practices of other U.S. and international ports.

City of Antioch, Waterfront Master Plan, Antioch, California.

Project Manager for a study of improved public access to 3,000 feet of the city's waterfront, including various abandoned structures and commercial facilities. Civil/structural engineering services included engineering feasibility study, conceptual design and construction cost estimating for enhancements, such as an underwater underpass, pedestrian bridge, waterfront walk and adjacent marinas.

U.S. Navy, Naval Supply Center Oakland Dredging, San Francisco Bay, California.

Project Manager for preparation of plans and specifications for dredging of 1 million cubic yards near the NSCO to a depth of -43 feet and disposal at Alcatraz and ocean sites.

U.S. Navy, Mare Island Naval Shipyard Dredging and Modernization, Vallejo, California.

Civil Engineer for modernization of Pier 35, including dredging of the access channel to -39 MLLW, design of a new sheet pile seawall, extension of the existing pier with new mooring dolphins and catwalks, a new fender system, and a deck upgrade to support high capacity cranes.

U.S. Navy, Ozol Terminal & Concord Pumping Station Defense Fuel Support Facility Renovation, Ozol, California.

Project Manager for redesign of the fuel, water and oily water piping systems, and structural evaluation of a fuel pier and catwalk as a part of the renovation of a Navy pier. Included design of modifications to the fender system, access trestle replacement, new mooring dolphins and catwalk replacement on the fueling pier, as well as repairs to an existing administration building.

Cargill Salt, Salt Ponds Assessment, South San Francisco Bay, California.

Project Manager for an environmental and industrial assessment of alternative salt pond development plans to aid in preparation of COE permit applications.

Napa County Flood Control & Water Conservation District, Napa Valley Railroad Relocation & Bridge Design, Napa, California.

Project Manager for relocation design and full-time construction management to shift two miles of Napa Valley Wine Train track out of the flood plain. Work also included design of the Gasser Road extension, a new access road and

parking lot at the Napa Valley College sports field, improvements to three at-grade crossings, design associated with new utility crossings, demolition of existing rail facilities, preparation of a rough grading package for a new commissary, and a new railroad bridge over Old Tulocay Creek. Extensive coordination with all other concurrent on-going contracts was required.

RAILROAD/INTERMODAL RAIL

Napa County Flood Control & Water Conservation District, Napa Railroad Relocation & Bridge Design, Napa, California.

Project Manager for relocation design and construction management to shift two miles of Napa Valley Wine Train track out of the flood plain. Work also included design of the Gasser Road extension, a new access road and parking lot at the Napa Valley College sports field, improvements to three at-grade crossings, design associated with new utility crossings, demolition of existing rail facilities, preparation of a rough grading package for a new commissary, and a new railroad bridge over Old Tulocay Creek. Extensive coordination with all other contracts was required.

Union Pacific Railroad, UP Lathrop Truck Parking Lot, Lathrop, California.

Project Manager for design and permitting services for a new 5.6 acre truck parking lot for a major intermodal rail terminal in California's central valley. Services included preliminary and final designs of the facility's entrance, drainage, storm drain detention facilities, erosion control facilities, lighting, security fencing and both concrete and asphalt paving. The scope of work, which was concluded in November 2006, included a site survey and geotechnical consulting services. Assistance was also provided in the obtaining of permits from San Joaquin County for this \$1 million site expansion project.

Union Pacific Railroad, UP Los Angeles Intermodal Improvements, Los Angeles, California.

Project Manager for master planning and site design improvements to all of the Union Pacific Railroad's intermodal facilities in the greater Los Angeles, California area. Improvements to the five distinct facilities included general gate entrance modifications, 34 acres of trailer lot parking expansions and/or rehabilitation, and loading track expansions servicing over 5,200 track feet of new and/or rehabilitated crane pads. Completion of the \$5 million project for improving intermodal facilities was achieved in March 2007.

Catellus Development, Moffat Boulevard At-Grade Crossing Modifications, Manteca, California.

Project Manager for design of emergency correction of the new Moffat Boulevard at-grade crossing, which was installed to serve the rail-served Spreckels Business Park. The City of Manteca had closed the existing Moffat Boulevard to traffic until pavement transition grades could be corrected. The project was completed on a fast-track basis.

City of Richmond, Shoreline Area UP Railroad Crossing Improvements, Richmond, California.

Project Manager for PUC and railroad coordination, and preparation of the PUC General Order 88A Application for improvements to three existing Union Pacific at-grade rail crossings. Planned improvements included new crossing signals, adjusting track profiles, removal of abandoned track, new concrete crossing panels, pavement repairs, utility modifications, and modifications to the curb and sidewalk.

Union Pacific Railroad, UP Chicago Gates Improvement, Chicago, Illinois.

Project Manager for site design improvements for all Union Pacific Railroad intermodal facilities in the greater Chicago area. Pre-engineering services included ground surveys, mapping, geotechnical investigations and site investigations, with activities proceeding simultaneously at all four sites. Improvements included general intermodal gate modifications, new security features, new gate canopies and new pavements and striping. The \$2 million project was completed in June 2005, increasing each intermodal yard's throughput, efficiency and security.

Juan Luis Garcia, PE - Project Engineer**Registrations**

EIT Certification, April 2004
CA Registered Professional Engineer, 2008

Affiliations & Memberships

Structural Engineer's Association of San Diego
American Institute of Steel Construction

Education

B.S. in Structural Engineering, 1997
University of California, San Diego, December
Masonry Design, 1997 UBC to 2006 IBC
Steel Construction: Seismic Applications
Post-Tensioning: Design, Analysis and Construction

Years of Experience: 11

Years with Firm: 1.5

Professional Experience

Sega/Pala Bridge – Pala, CA TranSystems was contracted to design a single span steel girder bridge with composite concrete deck to access new electrical generation facility from Pala del Norte Road across a drainage swale for entrance to the new Orange Grove Power Plant. Mr. Garcia performed structural design and prepared a cost estimate for construction. He was responsible for project compliance and review of structural code requirements with plan check personnel design. The associated design elements included abutment walls and localized grading to accommodate the new paving and aprons. The bridge was designed to meet all requirements of CalTrans.

Knight Trucking – Fontana, CA Performed structural design review and corrections for the \$1.M construction of a 10,000 sf truck maintenance facility with driver training rooms which included locker rooms, recruiting offices and storage facilities consisting of prefab metal building foundations, interior mezzanines, stairs and guard rails. Mr. Garcia designed the lateral bracing for exterior masonry veneer and coordinated the lateral loads with fabricator.

Yourman Road Bridge – Calexico, CA This project consisted of structural design work for a new bridge to support a sewer force main, two water mains, and a dry utility. Mr. Garcia designed the utility hangers to support the various pipes along and beneath the bridge deck, which called for an independent design check for a set of structural calculation and review of the structural plans. His responsibilities also included: cost estimate preparation, on-site structural observation and inspection, quality control and assured design specifications during construction.

Department of the Navy MTM/Early Warning Facility – San Diego, CA TranSystems prepared structural engineering design to the Department of the Navy San Diego for their Development Training Area for Early Warning and Control, MCAS Miramar project which consisted of a single story CMU building with steel beam and metal deck roof. Mr. Garcia assisted in the structural design/build per UFC military standards. His responsibilities included structural construction drawings and specifications to meet all applicable building codes, AutoCAD drawings and coordination with Architects and Client.

Comfort Inn Addition – National City, CA Mr. Garcia performed structural engineering calculations and CAD drafting for the design of a wood frame roof top addition of an approximate 17' x 18' signage pyramid tower on top of an existing four-story hotel. His responsibilities included set of structural drawings for inclusion into a set of architectural drawings, analysis of existing structure, material specification, researched nondestructive field investigation, responded to City's plan check comments,

Bressi Retaining Walls – Carlsbad, CA TranSystems was contracted to design a 9 foot CMU retaining wall for commercial office development. The design consisted of an approximate 400 LF CMU retaining wall occurring along the south limits of the property. A curbed planter will be constructed at the base of the wall and a moderate steep slope will occur above the wall before the uphill slope levels to an adjacent building pad. The design included a French drain system to minimize active soil pressure. Mr. Garcia provided structural engineering design to include wall profile, wall sections and material specifications. He also responded to plan check comments, wrote material specifications and provided CAD drawings for import.

Gregory P. Mailho – Project Engineer**Education**

Chabot College, Hayward, CA

University of California, San Francisco, CA

Affiliations & MembershipsAmerican Public Works Association,
San Francisco Bay Planning Coalition,**Years of Experience** 37**Years with Firm** 7**Professional Experience**

Mr. Mailho has more than 36 years of civil engineering experience, with a proven track record of successfully coordinating with various public and regulatory agencies, dealing with environmental and accessibility issues, and overcoming related facility operational challenges. He is sensitive to the needs of the public, having completed many complex public works projects in public buildings and public rights-of-way, municipal parks, marinas, wetlands, bay and ocean environments, roadways, parking lots and related facilities.

Since joining TranSystems, his project experience includes several dredging projects, dredged material management, revetment, utilities, federal, state, and local regulatory agency permit application and coordination with regulatory agencies, and other related work.

WATERFRONT AND MUNICIPAL PROJECTS***Alviso Launch Ramp, San Jose, CA***

Project Manager for the design of a new boat launch and dock facility at the Alviso Slough, as well as a new boat trailer and vehicle parking and staging area. The work also includes wetlands mitigation of a State of California land parcel and regulatory permitting.

Antioch Marina Launch Ramp, Antioch, CA

Project Manager for the design of a new four-lane boat launching ramp. The project scope also includes three new boarding floats, a new paved parking area with 129 vehicle/trailer spaces, and a new restroom, utilities, and signage. Mr. Mailho is managing a team of specialists that includes land and hydrographic surveyors, electrical and geotechnical engineers, a landscape architect, and an environmental consultant. Work also included preparation of regulatory permit applications and wetland mitigation.

Stockton Marina, Stockton, CA

Assistant Project Manager for preliminary design, design development, site planning and design-build construction documents for a new 186-berth marina. Designs include for pilings, docks, gangways, dock boxes, lighting and sanitary sewer pump-out facilities. Also prepared permit applications and assisted in obtaining permitting from the U.S. Army Corps of Engineers, Regional Water Quality Control Board and the State Department of Fish and Game. Delivery of services for the \$16 million project is expected, on time and within budget, in early 2008.

Port of Redwood City Launch Ramp, Redwood City, CA

Project Manager for a project to provide civil engineering, design and regulatory permitting services for a new two-lane boat ramp facility requiring the demolition of the existing boat launch ramp and boarding float. Design work includes for a new boat ramp, boarding float, retaining wall and/or slope protection, concrete turnaround area, additional area lighting, restroom renovations and the installation of a pay station, striping and signage. Services for the \$900,000 construction project are scheduled for completion in November 2008.

USS-POSCO Dredging, Pittsburg, CA

Project Manager for professional services to prepare contract documents and obtain all regulatory permits for maintenance dredging at the USS-POSCO Industries wharf. Services include material sampling and testing,

environmental documentation, permit applications, and generation of documents for contract bidding. The \$115,000 project addresses the dredging and disposal of sediment within a highly regulated, environmentally sensitive area and is set for completion in early 2008.

Coyote Point Marina Conceptual Plan, San Mateo, CA

Project Manager to fulfill San Mateo County Parks' request for TranSystems to complete a conceptual plan addressing dock reconfiguration and phased berthing construction in the future. The County needs reconstruct Dock 29 immediately and other docks require major maintenance and probably reconstruction. The County would like the plan to access: boating trends in the San Francisco Bay area, analyze existing marina facilities in Coyote Point, make recommendations on what would be proposed to allow Coyote Point Marina to best serve the needs of its berthers as it requires for the future. The total contract amount is \$36,020.

Shaver Lake Launch Ramp Expansion, Shaver Lake, CA

Project Manager to provide civil engineering, design, construction support and regulatory permitting services for expanding a boat launch ramp facility situated at an altitude of 5,500 feet. Improvements included adding two launching lanes adjacent to an existing ramp, a new turnaround and approach area, a new 83,000 sq ft paved parking area, widening the existing access road, slope protection, a new restroom, lighting and drainage. The \$1,266,000 project, completed in October 2007, also required considerable blasting of granite bedrock.

Will Rogers State Park View Pier & Parking Improvements, Pacific Palisades, CA

Project Manager for civil and structural engineering, regulatory permitting, cost estimating and construction administration services for a parking lot and view pier improvement project at the Will Rogers State Beach. The project includes a 2,500-square-foot concrete view pier that will jut out over the Pacific Ocean's coastline, beach access, parking lot improvements, and shoreline protection. Storm drainage improvements are also part of the assignment. The \$2 million project has an anticipated construction completion date of Summer 2008.

F. Dock Repairs, Port of Redwood City, Redwood City, CA

Project Manager for engineering services to repair an F Dock for the City of Redwood City's Port. The scope of work included coordination with Port staff of the facilities design of the dock existing repairs, preliminary design, regulatory permitting, contract documents, and construction support. Project was completed in April 2007.

Alameda County Flood Control "Line A" Dredging Project, Alameda Co., CA

Project Manager, overseeing environmental studies and preparing California Environmental Quality Act (CEQA) documentation, regulatory permit applications, and plans, specifications and estimates for a one-mile-long channel desiltation project.

Dockweiler State Beach Public Access, Los Angeles Co., CA

Project Manager overseeing civil and structural refurbishment and construction of public restroom buildings, lifeguard headquarters and substations, maintenance facilities and concession stands; parking lot refurbishment and replacement along with the entryway and more than three miles of access roadways. Work included coordination with the California Coastal Commission with design submittals for storm water Best Management Practices.

Oyster Point Fishing Pier, San Mateo County, CA

Project Manager for design and construction management of fishing pier access gangway.

Will Rogers State Beach General Refurbishment, Los Angeles Co., CA

Project Manager for upgrade of beach facility, including civil and structural design and engineering of coastal protection, access ramps, parking lots, entryway, maintenance access areas, and storm drains; construction of public restroom buildings, lifeguard headquarters, substations, concession stands and public access elements such as paths, sidewalks and signage.

Will Rogers Coastline, Los Angeles County, CA

Project Manager for design of a public viewing deck at Pacific Ocean shoreline, including parking, shoreline protection and assistance with regulatory permitting process with the U. S. Army Corps of Engineers, the Regional Water Quality Control Board, and the California Coastal Commission.

Santa Cruz Dry Boat Storage, Santa Cruz, CA

Project Manager for the California Department of Boating and Waterways-funded North Harbor Dry Storage Facility project. TranSystems designed the 148-space mast-up storage lot, which is the first in a number of mast-up storage areas in the North Harbor.

Lake Anderson Boat Launching Facility Improvements, Santa Clara County, CA

Project Manager for the upgrade and refurbishment of the facilities at Lake Anderson, a water storage facility in northern California. Final design streamlined maintenance procedures to reduce staff overhead. The team worked closely with the District Park staff to provide a facility that solved the traffic circulation and lack of parking while allowing unmonitored vehicle movement, freeing up staff to provide more critical services than traffic control. Design included boat launch ramp, parking lot, restroom facility, area lighting and regulatory permitting.

Belden's Landing Parking Lot, Launch Ramp and Fishing Pier, Solano County, CA

Project Manager responsible for overseeing preliminary design, permitting, construction documents, bidding and engineering design for a boat launching facility in a protected wetlands area. Design included a boat launching ramp, parking lot, restroom, lighting, fishing pier and wetland restoration.

Vallejo Baylink Ferry Terminal Dredging, Vallejo, CA

Project Manager for permitting and design services for the Vallejo Baylink Ferries ferry terminal maintenance-dredging project. TranSystems provided consulting services for all aspects of the project, including regulatory permit applications and processing, sediment sampling and testing, hydrographic surveys, contract documents, cost estimating, assistance to the City/Baylink project management team and bidding assistance. TranSystems assisted the client in successfully applying for permits from the U.S. Army Corps of Engineers, the Regional Water Quality Control Board, and the San Francisco Bay Conservation and Development Commission.

Pittsburg Marina Dock Replacement Project, Pittsburg, CA

Project Manager for the design of the \$3.5M project that included new dock systems for approximately 100 berths, a new waterside boat fueling facility and all other utility services for the docks, parking lot improvements, above-ground fuel storage facility and a restroom building. Secured regulatory permits and approvals from the U. S. Army Corps of Engineers, the Regional Water Quality Control Board, and the California State Lands Commission.

Pittsburg Marina Dredging Project, Pittsburg, CA

Project Manager for \$1.4 Million project that required the dock and piling demolition, dredging and land disposal of dredged material for a municipal marina. Prepared a matrix of dredging and disposal options to assist the City of Pittsburg in making crucial decisions during the project. Secured regulatory permits and approvals from the U. S. Army Corps of Engineers, the Regional Water Quality Control Board, and the California State Lands Commission. Prepared plans and specifications for the dredging and disposal of sediment from the Marina.

Pittsburg Marina Shoreside Improvement (Bulkhead Wall) Project Pittsburg, CA

Project Manager for \$1.5M project that involved the design of a sheet pile bulkhead wall and fill, landscaping and hardscape to provide for a useful and decorative promenade, marina dock gangway modifications, dock entry platforms and landside and dockside utilities. Creative approaches to the acquisition of materials, bidding and construction were required to allow this project to take place while the adjacent Marina construction proceeded.

Lake Nacimiento Launch Ramp, San Luis Obispo, CA

Project Manager responsible for the design of a new four-lane boat launch ramp and two new parking areas at Lake Nacimiento, a man-made lake that contains a resort and other recreational facilities. Mr. Mailho was also responsible

for the design of concrete curb and gutters, storm drains, a boarding float anchor system, major earthwork and site grading, rock slope protection, an irrigation system, restroom building, traffic signs and assistance to the County with permitting for the project.

Marina del Rey Cathodic Protection Vault Design, County of Los Angeles, CA

Project Manager for the installation of an impressed current cathodic protection system with 25 vaults and rectifiers around approximately 7.2 miles of seawall in Marina del Rey. Surface hardscape and landscape restoration was also part of the contract.

Marina del Rey Seawall, County of Los Angeles, CA

Project Manager for \$3.5M seawall refurbishment project, including pressure grouting and rock revetment protection. Secured regulatory permits and approvals from the U. S. Army Corps of Engineers, the Regional Water Quality Control Board, and the California Coastal Commission. Coordinated and developed on-site and off-site environmental impact mitigation reports.

On-Call Engineering Services for City of San Leandro, San Leandro, CA

Project Manager for various municipal projects, including park restroom facility, soccer field, marina dredging and shoreline rock slope protection.

City of San Leandro Marina Fuel Dock Replacement, San Leandro, CA

Project Manager for the design of the upgrade and replacement of portions of the marina fueling system and dock.

City of San Leandro Marina Boat Launch Ramp Replacement, San Leandro, CA

Project Manager for the design of a new two-lane boat launching facility, including boarding floats, parking lot improvements, drainage, lighting, restroom facility, regulatory permitting, bay impact mitigation and construction management support to the City.

Port of Redwood City Boat Launch Ramp Expansion, Redwood City, CA

Project Manager for the design for the expansion of an existing boat launching facility, including new boarding floats, rock shoreline protection and regulatory permitting.

****San Leandro Shoreline Marshlands Enhancement, San Leandro, CA***

Project Manager for the planning, design and implementation of 172-acre salt marsh wetland restoration project. The project included tidal, muted tidal and seasonal marshland areas; San Francisco Bay Trail improvements; culverts and salt marsh habitat development. The work included biological and other monitoring, reporting and management of the site for a period of five years following construction. Mr. Mailho was responsible for securing regulatory permits and approvals from the U.S. Army Corps of Engineers, the Regional Water Quality Control Board, California State Lands Commission and the Bay Conservation and Development Commission. The regulatory process included planning sessions with all the involved regulatory agencies to develop the ultimate wetland enhancement plan.

****Reconfiguration of the 114-acre Dredged Material Management Site, San Leandro, CA***

Project Manager for the planning, design and construction of the City of San Leandro's landside dredged material handling site. The work included levees, culverts, weir structures and habitat enhancement. Mr. Mailho managed the operations of the site following construction, including the use of the site through several dredging episodes and operation of the site as a shorebird habitat facility between dredging events. Associated work also included the conditioning and off-haul of dredged material to land disposal facilities. Mr. Mailho was responsible for securing regulatory permits and approvals from the U.S. Army Corps of Engineers, the Regional Water Quality Control Board, California State Lands Commission and the Bay Conservation and Development Commission.

*Indicates Individual Experience

Glenn A. Estrella – Project Engineer

Education	Years of Experience	20
B.S. Mechanical Engineering, 2005 Colorado School of Mines, Golden, CO	Years with Firm	2
A.S. 2001, Red Rocks Community College, Golden, CO		

Mr. Estrella has a successful track record working on high-profile projects. He has experience working with various public and regulatory agencies. He has worked on projects and resolved environmental accessibility issues, while overcoming related facility operational challenges. Mr. Estrella has experience with construction management and project management services, cost estimating and scheduling. His past roles as Construction Manager and Project Manager clearly demonstrate his capability to multi-task while efficiently maintaining the project program.

Professional Experience**San Bernardino Airport Terminal, San Bernardino, CA**

Project Manager to oversee TranSystems' program management team for the terminal construction project and form the framework for the other master planned projects at San Bernardino Airport Terminal. Estrella will serve as the Project Manager and provide program management services to assist with the coordination of ongoing construction activities. His responsibilities include: cost estimating, which he closely monitors the budget and schedule tracking percentage complete and actual cost. He supervises spending and provides accurate budgetary information as part of his monthly progress reports while continuously maintaining a current project schedule. The schedule is reviewed with the Contractor on a weekly basis during the progress meetings. Additionally, Mr. Estrella attends weekly design construction meeting, reviews all current plans and specifications. He identifies deficiencies and assists with the resolution of the issue. Mr. Estrella reviews all contracts, task orders, change orders and applications for payments.

Downtown Shoreline Marina, Long Beach, CA

Construction Manager for \$32M design-build rehabilitation project that encompasses the main Downtown Marina as well as Rainbow Harbor, with a total of 1,800 boat slips. The rehabilitation will focus on converting the current wooden double-loaded slips into single-loaded concrete slips and provide berths for larger, modern boat sizes. The project is being built to LEED standards.

- Maintaining a master schedule for all activities for the design and construction of major projects.
- Managing, coordinating, implementing and ensuring compliance with the Construction Management Plan and any improvements and changes made to plan. Leading and participating in constructability reviews and set priorities. Managed the production of design development and construction documents for design/build type projects.
- Responsible for project budgets, scheduling, reviewing and back checking of structural and consultant plans for accuracy and quality control.
- Coordinate with outside consultants, attend client meetings.
- Leadership qualities, including a proven ability to coach, lead and motivate a multi-disciplinary team.
- Project Audit control and review, interface with City Auditor and Marina accounts payable and receivable department.

Alamitos Bay Marina Refurbishment, Long Beach, CA

Senior Construction Manager for \$68M design-build marina rehabilitation project, including basin and main channel dredging, seawall repair, replacing the deteriorated wood docks with new concrete docks and piling, upgrading the utility infrastructure, new restrooms and refurbished parking areas. Phasing of the construction work is required to accommodate the relocation of current slip tenants to alternate temporary locations during the course of the work. Mr. Estrella assisted the City in a turnkey project including coordination of the environmental concerns and studies to ensure that the project is a benchmark of environmentally-friendly marina construction.

Gilbert Sherwin Conn – Permit Specialist**Education**

B.A., Urban Geography
 Cal State University of Long Beach, 1967
 M.S., Environmental Science
 Cal State University Dominguez Hills, 1977

Years of Experience 34

Years with Firm 11

Professional Experience

Mr. Conn has over 32 years of experience in permitting, environmental and land use planning, and conducting feasibility studies. As TranSystems' California Permitting Specialist, Mr. Conn is responsible for obtaining all necessary project permits from federal, state and local regulatory agencies. His long-term professional relationships and contacts within federal and state agencies allows for a smooth, efficient permitting process. This expertise is reflected in a 100% record of securing permits within the minimum processing timeframe for each agency.

Prior to joining TranSystems, he served with the County of Los Angeles for 23 years. He began his work as an Associate Planner for the County's Department of Regional Planning, overseeing the Environmental Impact Analysis Section. He later provided technical assistance in developing the County Local Coastal Plan and countywide General Plan. He most recently served as a Planner for the Department of Beaches and Harbors.

City of Vallejo Ferry Terminal Maintenance Dredging, Vallejo, CA. Assisted the client in successfully applying for permits from the U.S. Army Corps of Engineers, the Regional Water Quality Control Board, and the San Francisco Bay Conservation and Development Commission.

Berkeley Marina Dock Replacement Project, Berkeley, CA. Obtained regulatory permits and approvals from the California State Lands Commission, San Francisco Bay Conservation and Development Commission (BCDC), the Bay Area Regional Water Quality Control Board, and the U.S. Army Corps of Engineers.

City of Pittsburg Marina Dock Replacement, Pittsburg, CA. Secured regulatory permits and approvals from the U.S. Army Corps of Engineers, Regional Water Quality Control Board, and California Department of Fish & Game.

City of Pittsburg Dredging, Pittsburg, CA. Secured regulatory permits and approvals from the U. S. Army Corps of Engineers, the Regional Water Quality Control Board, and the California State Lands Commission.

Alameda Co. Flood Control Channel Excavation, Alameda Co., CA. Secured permit applications to the U.S. Army Corps of Engineers, Regional Water Quality Control Board and the Alameda County Department of Fish & Game.

Ballona Lagoon Habitat Restoration, Marina del Rey, CA. Secured permits for this habitat restoration project which involved native species re-vegetation, removal of exotic species, re-grading, debris removal, dredging, tidal restoration, slope protection, and a five-year monitoring plan for water quality and vegetation.

Coyote Point Marina Dredging Project, San Mateo County, CA. Responsible for coordinating with the County to make sure that applications are submitted on time, in order to allow dredging to occur during the 2006 dredging window. He is also working with the permitting agencies to gain prompt approval.

Laguna Beach Aliso Pier, Orange County, CA. The Laguna Beach Aliso Pier had become a safety hazard for beach-goers and surfers and needed to be removed immediately. In an unprecedented two-week period, Mr. Conn obtained emergency permits from the Coastal Commission, Army Corps of Engineers, Regional Water Quality Control Board, State Lands Commission, and California Department of Fish and Game.

City of Benicia Boat Launch Ramp and Restroom Facility Benicia, CA Prepared, processed and obtained regulatory permits for the project from BCDC, USACE, CADFG and RWQCB.

Los Vaqueros Reservoir Recreation Facility Contra Costa Co., CA Permitting Specialist as part of TranSystems' design and project management effort for the creation of public park areas in the new watershed of the Los Vaqueros Reservoir.

Mr. Conn also obtained permits for the following projects:

City of San Leandro Marina Fuel Dock Replacement, San Leandro, CA

Ballena Bay Wave Attenuator Replacement and Dredging, Alameda, CA

Clipper Yacht Harbor Breakwater and Docks Project Sausalito, CA

Shaver Lake Boat Ramp and Parking Lot Expansion Fresno, CA

Lake Anderson Facility Improvements Santa Clara Co., CA

Port San Luis Maintenance Dredging

F. Dock Repairs, Redwood City, CA

Launch Ramp Project, Antioch, CA

On-call Whittier Narrows, South El Monte, CA

Marina del Rey Seawall Maintenance, Marina Del Rey, CA

Stockton Downtown Waterfront Marina, Stockton, CA

Morelli Park Launch Ramp, Stockton, CA

Louis Park Launch Ramp Facility, Stockton, CA

Buckley Cove Launch Ramp Facility, Stockton, CA

National City Marina, San Diego, CA

Shelter Island Boat Launch Ramp Facility, San Diego, CA

South Harbor Launch Ramp Refurbishment, Santa Cruz, CA

San Leandro Marina Boat Launch Ramp Facility, San Leandro, CA

Lake Nacimiento South Shore Boat Launch Facility, Monterey County, CA

M.A. FRANCIS & ASSOCIATES, INC.

Mechanical & Electrical Engineers



MAGDY A. FRANCIS, P.E.

SENIOR MECHANICAL AND ELECTRICAL ENGINEER

QUALIFICATIONS

Education
BS, 1971, Electrical and
Electronics
Cairo, Egypt

Registrations
E11665, CA
M30213, CA
M/E 29230, AZ
M/E 7238, NV
M/E 37110, WA

Magdy Francis has a wealth of experience with more than 31 years in the electrical & mechanical engineering fields. He is a registered professional electrical and mechanical engineer in California, Washington, Arizona, and Nevada.

His experience in the consulting engineering field has encompassed a variety of system studies, water treatment plants, desalination plants, co-generation, short circuit & coordination studies, design and analysis projects for industrial, institutional, and commercial projects.

SELECTED PROJECT EXPERIENCE

Port of Los Angeles – (Container cranes for Mitsubishi) Electrical power distribution, security lighting, and coordination with Port Engineers.

Port Hueneme – Electrical power distribution and lighting for Office / warehouse.

California State University of Long Beach – 15 KV Power distribution.

San Diego Naval Station – 15KV Power distribution.

Agdabia's Desalination Plant, Lybia

Boeing (McDonnell Douglas) – Electrical system evaluation, site survey, recommendations, and cost estimates.

City of Compton Water Pump Station – MCC and Control.

City of Seal Beach Pump Station – VFD, MCC, and Control.

Disneyland – Numerous Substations Upgrades.

North East Water Treatment Plant, Cairo

Long Beach Naval Shipyard – Power distribution upgrade.

Egyptian Electrical Network and Substations – Rehabilitation and expansion.

Mokattam City – Planning and design of the electrical transmission and distribution.

Sadat City – Planning and design of the electrical transmission and distribution.

AFFILIATIONS

Magdy is a senior member and the past Chairman of the Institute of Electrical and Electronic Engineers (IEEE). He is a member of the Industry Application Society of Los Angeles, and a member of the Industry Application and Power Engineering Society of Orange County, as well as, a member of the Illuminating Engineering Society (IES), International Association of Electrical Inspectors (IAEI), National Fire Protection Association (NFPA), Professional Affiliate of American Institute of Architects (AIA), and Association of Energy Engineers (AEE).

A.

TranSystems will act as the Department's extension of staff. We will supplement the Department's staff with professions in design, inspection and project/construction management. In seeking to serve the Department, we will maintain close liaison with the Contract Administrator. We will make our staff available on an as-needed basis as required by the Department.

TranSystems designated representative is Mr. Steve Schmucker, who will be responsible for the firm's day-to-day activities related to each Work Order, and who will be available to the County Contract Administrator or the County's attorney on reasonable telephone notice each business day, and at other times as required by the work. After a work order is authorized, Mr. Schmucker will, in turn, assign the work to the Project Manager, Cameron Duncan.

However, all Department requests for services will be responded to under the general direction of Steve Schmucker, Principal-In-Charge.

The work set forth in the Request for Proposals can be organized into four distinct activity categories; Harbor Engineering, Design, and Project /Construction Management. The following is a general description of the work entailed.

Harbor Engineering

The harbor engineering function is primarily a review and consultation role. Tasks relate to County-leased facilities, waterways and dredging, review of lessee proposals, and planning support. Project Manager, Cameron Duncan will coordinate TranSystems resources as necessary to promptly respond to the Department's needs and requirements.

Design

Design is project oriented, and generally relies on TranSystems special engineering experience with harbor and beach structures. This function would also include condition surveys of County owned facilities, preparation of AutoCad drawings, technical specifications, and calculations. Principal Engineer Cameron Duncan, SE, will be responsible for organizing design activities.

Project and Construction Management

This function relates to implementation of County projects whether designed by TranSystems, the County or third parties. We will perform value engineering and constructability reviews; prepare cost estimates; prepare general conditions specifications; inspect the work; and make recommendations for changes, payment and final acceptance. TranSystems personnel will operate at the construction site or at our local office. Area construction Manager Steve Schmucker will organize and implement TranSystems work for management projects under the direction of Principal-In-Charge Steve Schmucker.

B.

TranSystems has acted as the Harbor Engineering for the Department for over 15 years. In that time, we have supported the Department before the Coastal Commission, Design Control Board, California Department of Boating and Waterways, and the California Department of Fish and Game by providing information, reports and expert testimonials.

C.

TranSystems employs three full-time licensed Professional Engineers in this region, all whom are available to perform services for this contract on an as-needed basis, including:

Cameron Duncan, SE: Mr. Duncan is serving as Construction Management Engineering Lead for the rehabilitation of the Long Beach Alamitos Bay Marina. The project will result in a complete rebuild of the marina, including basin and main

channel dredging, seawall repair, replacing the deteriorated wood docks with new concrete docks and piling, upgrading the utility infrastructure, new restrooms and refurbished parking areas.

Marina Rule Cope, PE: Project Manager for design and construction administration for part of the 107 acre intermodal terminal at Berths 266-270, including support buildings and a 28 acre intermodal railyard. The railyard features an on-dock rail link, access tracks, four 2,250 foot loading tracks, and an in-ground compressed air system. Support buildings included a 60 foot tall terminal control tower building.

Juan Garcia, PE: Structural Engineer designer. Juan has performed structural engineering design (vertical & lateral load calculations) for a variety of residential and commercial buildings that involved the design of wood, concrete, and steel. He has performed on-site structural observation and inspection for various projects to confirm accordance with plans & specifications. Juan maintains strong client relationships by meeting and corresponding with clients (Architects, Contractors and Owners) before, during and after performing engineering services to review project requirements and guarantee customer satisfaction.

Our engineering staff specializes in engineering of marine facilities and is active in industry associations, such as California Marine Affairs and Navigational Conference, California Marine Parks & harbors Association, Western Dredging Association and the California Port Captains and Harbor Masters Association.

D.

TranSystems has the commitment that every project designed is fully constructible. With this implementation oriented focus in mind, the firm provides on the highest quality drawings, specifications and reports. TranSystems currently enjoys a 70% repeat customer rate, a testament to the level of quality services we provide.

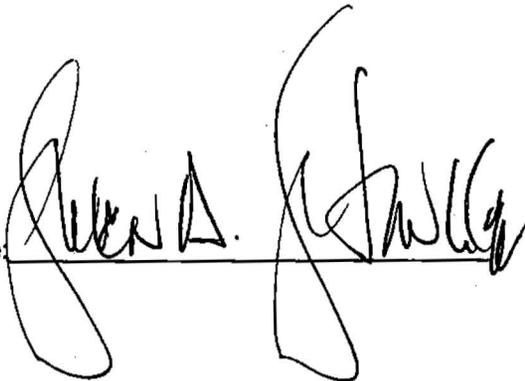
QUALITY CONTROL PLAN

Describe the procedures by which your firm will ensure compliance with the Contract terms and conditions. The plan shall include at a minimum:

- a. Who will review documents prepared by your office?
- b. What steps will you take to correct deficiencies reported by the Department or discovered by your reviewer?
- c. If the Department complains that work has not been adequately performed and requests immediate correction, how soon will your firm be able to respond?
- d. How will you cover unexpected absences?
- e. If you have a written quality control plan or written procedures for your staff, please attach them.

Additional Information (Attach pages if necessary):

Signature: _____

A handwritten signature in black ink, appearing to read "John A. [unclear]", written over a horizontal line.

A.

The Construction Management group reviews all Design documents from a constructability standpoint prior to final submittal. Project Manager, Cameron Duncan, SE, reviews design documents and calculations.

B.

TranSystems will immediately correct any deficiencies noted by any reviewers, including the Construction Management group, Principal-In-Charge Steve Schmucker, the Department or The Building and Safety Division of Public Works.

C.

TranSystems will respond immediately should the Department finds work inadequately performed. The firm has the capacity to handle urgent requests without delay.

D.

TranSystems maintains redundant capacity in both Design and Management groups. Unexpected absences will not be allowed to impact schedule or quality.

E.

All work will be conducted and/or prepared under the supervision of a Project Manager, Cameron Duncan, SE. Design and Engineering functions will also be overseen by Mr. Duncan who will assure the accuracy and appropriateness of design. All engineering design will be prepared by registered professionals, experienced in the field of work being designed. Our design division has a formal quality control program consisting of standardized formats and multi-tiered reviews.

All other activities will be overseen by the firm's Vice President/Principal-In-Charge, Steve Schmucker. Mr. Schmucker will assure the timeliness of performance, accuracy and completeness of the work product. Mr. Schmucker will regularly interview appropriate Department Division Chiefs and other staff to ensure their satisfaction with the quality of TranSystems work.

1. Document Control. TranSystems maintains a complete document control system that monitors all documents sent or received. This system will enable us to provide virtually any document to the Department that was either prepared by us, or sent to us by the Department or a third party.
2. Cost Control. At the beginning of all major tasks, TranSystems will formalize and submit a budget for the work, and a budget for the ultimate value of the constructed facility or structure. TranSystems will prepare cost reports for its activities on a monthly basis. At pre-assigned design levels, we will prepare cost estimates to confirm budget conformance. In our capacity as construction managers, we will monitor the contractor's expenditures and prepare budget versus actual reports to support contract management.
3. Schedule Control. We will prepare bar-chart schedules for small projects and critical path schedules for larger projects. The schedules will identify major activities and milestones to enable the Department to monitor progress and to plan related activities. On larger design projects or construction management projects, we will prepare monthly schedules that contrast planned versus actual schedules.
4. Communication with Department. TranSystems will maintain communication systems that will enable the Department to contact TranSystems at all times during the Department's regular business hours. This includes access to TranSystems via phone, fax, e-mail, and cell. TranSystems will return calls during business hours not later than the next business day, and as soon as reasonably possible if the call is designated urgent. TranSystems will provide after hours telephone numbers to the Department for emergencies during off hours or weekends.
5. Monthly Reports. TranSystems will prepare reports for the County Contract Administrator on a monthly basis in writing, describing the services rendered and matters delivered during the period, the charge for the services

rendered; the balance of funds remaining under the Work Order and the Contract, and any facts which may jeopardize the completion of the project or any intermediate deadlines.

6. Final Project Report. When required by the Work Order, TranSystems will prepare a final written report upon completion of the assigned work summarizing TranSystems' findings, recommendations, plans and designs in accordance with the Contract Administrator's instructions.
7. Performance Evaluation. TranSystems will meet annually, or more often as required by the Department, with the Director, Deputy Director, the County Contract Administrator, and designated Department staff to review our performance under this agreement. We will take minutes of the meeting, set performance milestones, and take immediate action to correct any inadequacy or short-coming identified. It is our intention to implement a "lessons learned" program to improve the quality of our service.
8. Quality Control Plan. In addition to our established internal quality control program, on large efforts we will prepare a project specific quality control plan. This plan will be followed throughout the life of the project.
9. Professional Standards. TranSystems and its professional staff shall exercise independent judgment and complete each assignment in accordance with the professional standards of ethics and competence, which apply to the engineering profession and engineering specialty.
10. Professional Registration. TranSystems' staff shall maintain applicable California engineering registration throughout the term of the Contract and any extension period, and shall inform the Department in writing immediately upon the suspension, revocation, lapse or other loss of professional registration. TranSystems' staff consists of registered civil, coastal and structural engineers. Proof of individual registration will be provided upon request.
11. CAD Files. TranSystems shall prepare all of its design work product on the latest version of AutoCAD. Copies of the AutoCAD files and documents will be delivered to the Department's offices upon the County Contract Administrator's request.

BUSINESS AND FINANCIAL SUMMARY

Attach all documentation listed on Page 7 of the RFP.

1. List the governmental agencies and private institutions for which your firm has provided harbor engineering services during the last five years. (At least 5 years' experience in the field must be demonstrated.)

Start of Contract	End of Contract	Name of client	Address of client	Contact person	Phone number	Description of Services
2001	2008	LA County, Beaches & Harbor	13837 Fiji Way Marina del Rey, CA	Gregory Woodell	818.687.3979	Design engineering, estimating, regulatory permitting, construction management, facilities design.
2003	2007	City of Long Beach	333 W. Ocean Blvd., 9 th Floor Long Beach, CA90802	Mark Sandoval	562.570.3215	Regulatory permitting, ADA compliance, design. Construction mahagement, design/build marria.
2002	2006	Port of Santa Cruz	135 Fifth Avenue Santa Cruz, CA 95062	Brian Foss	831.475.6161	Design engineering, estimating, regulatory permitting, construction engineering
2001	On-going	City of San Leandro	835 East 14 th Street San Leandro, CA 94577	John O'Driscol	510.577.3412	Design engineering, estimating, regulatory permitting, construction engineering
2005	2007	County of San Mateo	96 Harbormaster Road, #1 So. San Francisco, CA 94080	Gary Lockman	650.583.4400	Design engineering, estimating, regulatory permitting, construction engineering
2002	2006	City of Pittsburg	65 Civic Avenue Pittsburg, CA 94565	Ron Nevels	925.252.4962	Design engineering, estimating, regulatory permitting, construction engineering

2. How many full-time workers does your firm employ?

1,156

3. Attach an organizational chart or describe the organization of your firm:

4. Attach copies of financial statements (balance and income statements) for the last full fiscal year and any partial year through at least December 31, 2002. Financial statements shall be prepared according to generally accepted accounting principles. Balance sheet shall show assets, liabilities, and net worth. Income statements shall identify operating expenses such as insurance, payroll, employee benefits, and payroll taxes. Reviewed and audited financial statements shall be given greater weight than compiled statements

5. Credit references. List at least three recent credit or financial references:

Name	Address	Business relationship	Contact person .	Phone number
See attachment				

6. EVIDENCE OF INSURABILITY. Attach a letter of commitment, binder or certificate of current insurance coverage meeting the limits and other requirements of Section 3.9 of the Contract

7. ADDITIONAL INFORMATION (Attach additional pages if necessary):

Signature: _____

A handwritten signature in black ink, appearing to read "James A. [unclear]", is written over a horizontal line. The signature is cursive and somewhat stylized.

**TRANSYSTEMS CORPORATION
2400 PERSHING ROAD
SUITE 400
KANSAS CITY, MO 64108
816-329-8700
Tax ID: 43-0839725
DUNS: 04-510-2084**

BANK REFERENCES

**FIRST NATIONAL BANK OF KANSAS
6201 COLLEGE BLVD.
OVERLAND PARK, KS 66211
ABA# 101003317
ACCT# 90023714
(913) 266-9185
PATRICK SALSBURY**

TRADE REFERENCES

**CORPORATE EXPRESS
PO BOX 71217
CHICAGO, IL 60694
(800) 472-4318**

**LOCKTON COMPANIES
444 W 47TH STREET
SUITE 900
Kansas City, MO 64112
(816) 960-9000**

**HYATT HOTELS – KANSAS CITY
2345 MCGEE STREET
KANSAS CITY, MO 64108
(816) 421-1234**

**CELTIC LEASING CORP.
4 PARK PLAZA, STE. 300
IRVINE, CA 92614
(949) 263-3880, (949) 263-1331 fax**

**ENTERPRISE FLEET SERVICES
PO BOX 4318
OVERLAND PARK, KS 66204-0318
(913) 384-9799
(913) 384-7222 fax**

**WESTIN CROWN CENTER HOTEL
ONE PERSHING ROAD
KANSAS CITY, MO 64108
(816) 474-4400**

REQUEST FOR PROPOSALS -- PROPOSER'S CERTIFICATION

On behalf of Proposer TranSystems, the undersigned certifies, declares and agrees as follows:

- 1. Absence of Any Conflict of Interest.** The Proposer is aware of the provisions of Section 2.180.010 of the Los Angeles County Code and certifies that neither Proposer nor its officers, principals, partners or major shareholders are employees of either the County or another public agency for which the Board of Supervisors is the governing body or a former employee who participated in any way in the development of the Contract or its service specifications within 12 months of the submission of this Proposal.
- 2. Independent Price Determination.** The Proposer certifies that the prices quoted in its Proposal were arrived at independently, without consultation, communication, or agreement with any other Proposer for the purpose of restricting competition.
- 3. Compliance with County Lobbyist Ordinance.** The Proposer is familiar with the requirements of Chapter 2.160 of the Los Angeles County Code. All persons acting on Proposer's behalf have complied with its provisions and will continue to do so pending and subsequent to the award of the Contract by the Board of Supervisors.

4. Antidiscrimination.

(a) In accordance with Section 4.32.010.A of the Los Angeles County Code, all persons employed by the Proposer, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States and the State of California. The following policies and procedures shall be in force and effect over the Contract term: (1) a written policy statement prohibiting discrimination in all phases of employment; (2) periodic self-analysis or utilization analysis of Proposer's work force; (3) a system for determining if Proposer's employment practices are discriminatory against protected groups; and (4) where problem areas are identified in employment practices, a system for taking reasonable corrective action to include establishment of goals or timetables;

OR:

(b) Proposer is exempt from the provisions of Section 4.32.010 because the Contract is for the performance of professional, scientific, expert or technical services of a temporary and occasional character involving only a single individual or an individual or a firm employing less than 10 persons in connection with the performance of such Contract.

- 5. Consideration of GAIN/GROW Participants for Employment.** As a threshold requirement for consideration for Contract award, Proposer shall demonstrate a proven record of hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and promotional opportunities.

Proposer has a proven record of hiring GAIN/GROW participants (subject to verification; attach proof);

OR:

Proposer is willing to consider GAIN/GROW participants for any future employment opening and to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available.

On behalf of Proposer, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

Steven A. Schmucker

Name

Signature

Vice President

Title

April 1, 2008

Date

County of Los Angeles – Community Business Enterprise Program (CBE)

**Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information Form**

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: TranSystems

I AM NOT A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid submission.

I AM

As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number: _____

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: Sole Proprietorship Partnership Corporation Non-Profit Franchise
 Other (Please Specify) _____

Total Number of Employees (including owners): 1,251

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American			6	1	18	13
Hispanic/Latino			13	2	30	14
Asian or Pacific Islander			28	6	34	16
American Indian			2	1	3	0
Filipino						
White			466	89	345	156

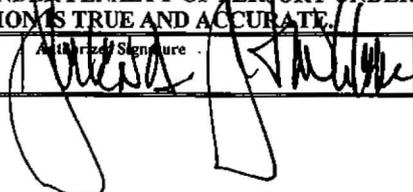
III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed. The owners of the company are 291 shareholders and cannot be provided by race. A list of shareholders and percentages can be provided upon selection.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name: <u>Steven A. Schaecker</u>	Authorized Signature: 	Title: <u>Vice President</u>	Date: <u>4-1-08</u>
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**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Bidder is excepted from the Program.

Company Name: TranSystems			
Company Address: 6700 East Pacific Coast HWY, Suite 201			
City: Long Beach	State: CA	Zip Code: 90803	
Telephone Number: (562) 594-6974			
Solicitation For (Type of Services): Harbor Engineer			

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

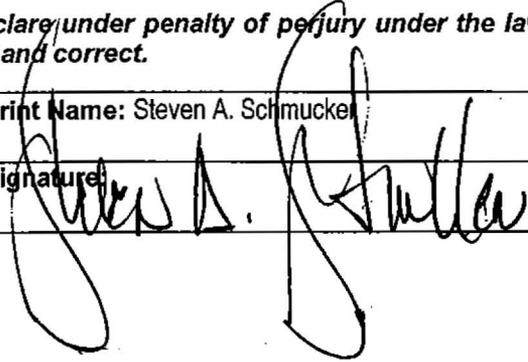
- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Steven A. Schmucker	Title: Vice President
Signature: 	Date: 4-1-08

CHARITABLE CONTRIBUTIONS CERTIFICATION

TranSystems
 Company Name

6700 East Pacific Coast HWY, Suite 201, Long Beach, CA 90803
 Address

43-0839725
 Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

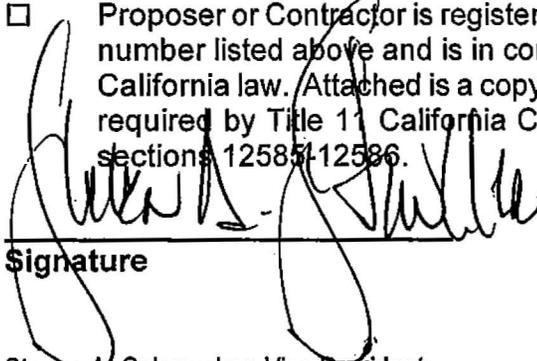
The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.


 Signature

4-1-08
 Date

Steven A. Schmucker, Vice President
 Name and Title of Signer (please print)